Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING
MAY 7, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY
Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS
Report and update Dixie Fire Recovery efforts; receive report and discussion

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE
Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. COUNTY TREASURER'S REPORT
Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT
Report from County Departments regarding the County's Financial and audit status.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Mark Satterfield, M.D. to perform the duties of a County Health Officer/Medical Director for the Public Health Agency; effective July 1, 2024; not to exceed $90,000.00; (No General Fund Impact) (various funding including HIV, IZ, Health Fees) approved as to form by County Counsel.
2) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant (1) FTE Office Supervisor position; due to resignation (No General Fund Impact) in FY23/24 budget.
3) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; effective July 1, 2024; not to exceed $75,000.00; (No General Fund Impact) (MAA) approved as to form by County Counsel.
4) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D. to perform duties of a Deputy County Health Officer; effective July 1, 2024; not to exceed $11,250.00; (No General Fund Impact) (FOPH) approved as to form by County Counsel.
5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and David Asmuth, M.D. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $5,000.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.
6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $22,500.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.
7) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $7,200.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.

B. ENVIRONMENTAL HEALTH DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Environmental Health and Tait Environmental Services, Inc. to create a commodity flow study of the hazardous materials that flow through Plumas County; effective April 16, 2024, through July 15, 2024; not to exceed $32,780.00; (No General Fund Impact) funds paid for by CalOES; approved as to form by County Counsel.

C. FAIRGROUNDS

1) Approve and authorize Fair Department to dispose of 4 (four) junk vehicles at the Fairgrounds; No General Fund Impact
2) Approve and authorize Fair Department to recruit and fill 10 extra-help positions; No General Fund Impact; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to provide specialty mental health services to Medi-Cal eligible school-year-age children and youth; effective July 1,2023; Medi-Cal reimbursable program; (No General Fund Impact) approved as to form by County Counsel.
2) Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center; a rehabilitation facility effective July 1, 2024; not to exceed $450,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.
3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California; to ensure that members receive mental health services in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination; effective as of the last date of signatures; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

E. ASSESSORS OFFICE

1) Approve and authorize Assessor's Office to recruit and fill 1 (one) extra-help position; due to resignation; not to exceed 29-hours per week; (No General Fund Impact) as approved in FY 23/24 budget.

F. CLERK OF THE BOARD OF SUPERVISORS

1) Approve the Meeting Minutes for all meetings held in April 2024; as submitted.

G. PUBLIC WORKS/ROAD

1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker position in the Graeagle Maintenance District; due to resignation; No General Fund impact.
2) Approve and authorize Chair to sign Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” between Plumas County Public Works and MGE Engineering, Inc.; No General Fund Impact; approved as to form by County Counsel.

H. SHERIFF'S OFFICE

1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated 2 (two) extra-help positions; not to exceed 29-hours per week; (No General Fund Impact) approved in FY 23/24 budget.
2) Approve and authorize Sheriff's Office to pay Plumas Sierra Rural Electric Cooperative, Invoice #201662, a non-contract invoice in the amount of $3,500.00 ; (No General Fund Impact); discussion and possible action.
3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software Inc; effective April 15th, 2024 ; not to exceed $40,000.00 ; (No General Fund Impact) Grant Funded; approved as to form by County Counsel.

I. HUMAN RESOURCES

1) Approve and authorize Human Resources Department to recruit and fill one (1) extra-help position; not to exceed 29-hours per week, 1560-hours per reporting year Nov-Oct; (General Fund Impact) as requested in FY24/25 budget.

J. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed $30,000; . Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.

K. SOLID WASTE

1) Approve and authorize Chair of the Board to sign amendment No. 1 to Agreement between Plumas County Public Works and Feather River Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Chair to sign an agreement between Beckwourth CSA and NCE; effective May 7, 2024; not to exceed $39,344; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. COUNTY COUNSEL - Josh Brechtel

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. **Four/Fifths Roll call vote**

B. AUDITOR-CONTROLLER - Martee Nieman

1) TIME CERTAIN 11:00 A.M. Review and approve the Fiscal Year ending June 30, 2022, audits from Smith and Newell, CPA; discussion and possible action.

2) Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.

C. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action.

D. SHERIFF'S OFFICE - Todd Johns

1) Consider request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. **Four/Fifths roll call vote**
2) Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**
3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.
4) Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact
5) Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. **Four/fifths roll call vote.**

E. CODE ENFORCEMENT - Jennifer Langston

1) Letter addressing a public comment made during the April 2, 2024, Board of Supervisors meeting regarding the Bennetts Trailer Park, Park ID #32-0098-MP, located at 407 Bell Lane, Quincy, CA (APN# 117-031-003-000).

F. LIBRARY - Dora Mitchell

1) Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

G. PUBLIC WORKS - Rob Thorman

1) Approve and authorize Chair to sign the Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension being constructed as part of the Caltrans State Route 89 Lake Almanor Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

H. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Plumas County Information Technology to pay Four J's Development Tools, Inc. a non-contract invoice in the amount of $8,118 for annual software maintenance and support (General Fund Impact) use of budget line item (2022052/520411); discussion and possible action.

I. PLANNING - Tracey Ferguson

1) **CONTINUED PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 16, 2024, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4. No General Fund Impact. Approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

B. Training/Transition Overlap Policy

6. BOARD OF SUPERVISORS

A. **TIME CERTAIN 11:00 A.M**. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

B. Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

C. California State Controller's Office; discussion and possible action.

D. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 4, 2024; discussion and possible action.

E. Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

F. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

G. APPOINTMENTS

1) Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; **Roll Call Vote**

H. CORRESPONDENCE

I. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (2 cases)

E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (d)(1) of Government Code Section 54956.9 (1 case)

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 14, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Mark Satterfield, M.D. to perform the duties of a County Health Officer/Medical Director for the Public Health Agency; effective July 1, 2024; not to exceed $90,000.00; (No General Fund Impact) (various funding including HIV, IZ, Health Fees) approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a Consultant Services Agreement with Mark Satterfield, M.D. to perform the duties of a County Health Officer/Medical Director for the Public Health Agency for $90,000.00.

Background and Discussion:
The Public Health Agency has been utilizing Dr. Mark Satterdield as the County Health Officer/Medical Director for the Public Health Agency for several years. The local Health Officer performs many essential duties for the Agency relating to the development and implementation of various health outreach programs on behalf of the entire Plumas County.

This agreement term is July 1, 2024, through June 30, 2025.

The attached contract has been reviewed and approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Mark Satterfield, M.D. to perform the duties of a County Health Officer/Medical Director for the Public Health Agency, effective July 1, 2024; not to exceed $90,000.00.

Fiscal Impact:

(No General Fund Impact) (various funding including HIV, IZ, Health fees)

Attachments:
1. PCPHA2425MS

CONSULTANT SERVICES AGREEMENT
FOR
MARK SATTERFIELD, MD

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Mark Satterfield, MD, an individual, hereinafter referred to as "Consultant".

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Consultant for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Ninety Thousand Dollars ($90,000.00) (hereinafter referred to as the "Contract Amount").

3. Term. The term of this agreement shall be from July 1, 2024 through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Consultant shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of

this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Consultant agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

      ii. All coverage available under such policy to Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Consultant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Consultant's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Consultant's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Consultant carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Consultant shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement and Consultant shall verify Consultant's compliance.

10. Licenses and Permits. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Consultant or its principals to practice its professions and to perform its duties and obligations under this Agreement.

Consultant represents that it holds a current active license as a Physician and Surgeon, issued by the State of California, License Number G62328.

11. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Consultant has no authority or

responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Consultant represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Consultant.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

CONSULTANT:	COUNTY:
Mark Satterfield, MD 5353 Chandler Road Quincy, California 95971 (530) 283-2121	County of Plumas Public Health Agency 270 County Hospital Road, Suite 206 Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Consultant agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONSULTANT: Mark Satterfield, MD an individual

By:_____ Date: 4/12/24.
Mark Satterfield, MD

COUNTY OF PLUMAS:

By:_____ Date: 4/11/24
Nicole Reinert, Director
Plumas County Public Health Agency

By:_____ Date: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors

ATTEST:

By:_____ Date: _____
Allen Hiskey
Clerk, Plumas County Board of Supervisors

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A - SCOPE OF WORK

Physician agrees to perform, efficiently and professionally, all duties and services of a County Health Officer/Medical Director including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of the California Conference of Local Health Officers Association.

2. Act as Health Officer on a consulting basis to PCPHA, providing medical oversight, recommendations, and protocols for public health programs.

3. Act as Health Officer on a consulting basis to local health care providers, and other physicians of agencies in or out of County, as necessary to meet the standards of Federal, State, and local laws.

4. Enforce and observe all laws of public and environmental health as promulgated by the County, state, or federal government.

5. Direct the detection and control of communicable diseases, sexually transmitted diseases, and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.

6. Be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.

7. Act as employee health physician, performing physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.

8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, or defined in the Health & Welfare Code, Public Health Emergency Preparedness Plan, or related County Codes.

9. Assessing, and implementing health officer orders authorized under declared public health emergencies.

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.

11. Liaise with community partners and guide safe operations during emergencies.

12. Review infectious disease cases and clusters and guide internal and external response partners.

13. Represent the PCPHA Health Officer's perspective during emergencies to state and local officials.

14. The local Health Officer will conduct activities, such as outreach, and case finding, and provide education concerning the local MCAH program and its utilization for their patient thus increasing access to services for our vulnerable population.

Implementation Activities

1.1 The local Health Officer will provide information on MCAH services and referrals to the MCAH population through:

- Activities that facilitate early and continuous access to medical care and services, such as, outreach, case finding, and provider education
- Education to providers and partners on the identification of local high-risk populations and prioritization of these populations for outreach and referral services for medical care

Evaluation Process or Outcomes

1.1.1 Document outreach and education provided to the medical community as well as other service providers for our vulnerable populations.

1.2 The Health Officer will continue to promote community-wide collaboration in the development and implementation of outreach programs and will work to ensure that services are provided in a culturally sensitive manner with no duplication of services.

Evaluation Process or Outcomes

1.2.1 Complete and submit Form 4, MCAH Related Collaborative, with the Annual Report to document the participation of MCAH staff in MCAH-related collaborative.

Act as the medical director of the Mountain Counties HIV Early Intervention Services program. The Medical Director reports to the EIS Project Director and provides expert medical oversight and program development to the EIS Program.

JOB DUTIES AND RESPONSIBILITIES:

1. Responsible for the overall quality of medical care being provided to PCPHA EIS patients. Including providing consultation to the CQI/Program Coordinator and the Patient Coordinators as part of the EIS multidisciplinary team and providing medical direction and leadership for the EIS program.

2. Works with the Project Director to develop HIV providers' education plans and requirements.

3. Oversees Continuous Quality Improvement to ensure that care meets current standards and that deficiencies are identified and addressed.

KNOWLEDGE AND ABILITIES:

1. Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.

2. Knowledge of current developments in the field of HIV primary care and community HIV care resources.

3. Knowledge of health services organization and procedures.

4. Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

EXHIBIT B – COMPENSATION

Invoicing and Payment:

1. PCPHA shall pay Consultant the sum of Seven Thousand Five Hundred Dollars ($7,500.00) per month as the exclusive compensation under this agreement beginning July 1, 2024, and ending June 30, 2025. The contract shall not exceed Ninety Thousand Dollars ($90,000.00).

2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. County shall pay for and maintain professional malpractice insurance from CSAC Excess Insurance Authority covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**

2. Physician shall carry at his sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), MARK SATTERFIELD M.D., an Individual, referred to herein as Business Associate ("BA"), dated July 1, 2015.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected

Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received

Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested

by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand

and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Plumas, a political subdivision of the State of California	Mark Satterfield, MD, an individual
Name: Nicole Reinert	Name: Mark Satterfield, MD
Title: Director, Public Health Agency	Title: Plumas County Health Officer.
Signature: NReinert	Signature:
Date: 4/11/24	Date: 4/12/24

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant (1) FTE Office Supervisor position; due to resignation (No General Fund Impact) in FY23/24 budget.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Office Supervisor position in the Public Health Department; due to resignation.

Background and Discussion:

Effective March 22, 2024, the Office Supervisor position has been vacant due to resignation. We request permission to fill this position.

Action:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Office Supervisor position in the Public Health Department; due to resignation.

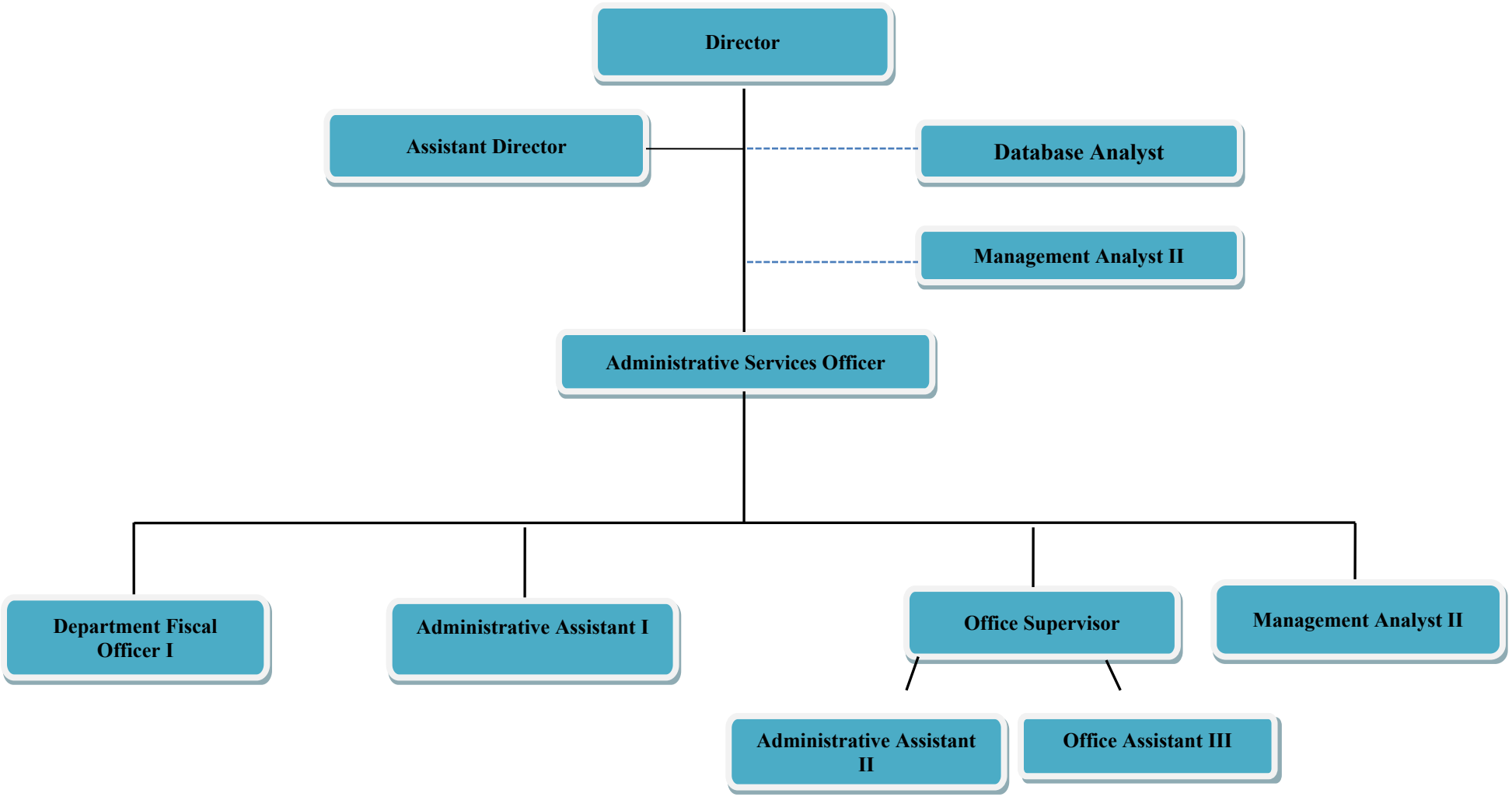
Fiscal Impact:

The Office Supervisor position is able to be funded as allocated in the FY23/24 Public Health budget.

Attachments:

1. 1-Administration & Fiscal Services
2. Critical Staffing Request Office Supervisor
3. Office Supervisor NS 2 2017

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION
Proposed



3/28/2024

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Office Supervisor – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
  Administrative Assistants and Office Assistants are the workforce for administrative services, which supports the operations unit of the Department. The Office Supervisor provides support for these positions.
- Why is it critical that this position be filled at this time?
  Office Supervisors provide consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
  Effective 3/22/2024
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 23/24 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
  No specific research has been performed for this position. However, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY20/21 = $1421,255 FY21/22 = $1422,317 FY22/23 1,427,424

DJ 81723

PLUMAS COUNTY **APPROVED:**
4/2017

OFFICE SUPERVISOR

DEFINITION

Under limited supervision, the Office Supervisor plans, organizes, supervises, and participates in the work of an office support unit; establishes and maintains administrative records; may oversee the initial application screening function in the assigned departments' automated system; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a full supervisory classification for the planning, organization, and supervision of the office and administrative support functions in one of the larger County departments.

REPORTS TO

Depending upon the Department or program area of assignment, the Office Supervisor reports to the designated supervisor or manager for the position

CLASSIFICATIONS DIRECTLY SUPERVISED

Office Assistant I, II, & III; Fiscal and Technical Assistant I, II, & III; and other specialized office support classifications.

OFFICE SUPERVISOR - 2

EXAMPLES OF DUTIES

- Plans, assigns, supervises, and reviews the work of support staff to ensure quality, completion, and compliance with department standards.
- Selects, trains, evaluates, and disciplines subordinate staff.
- Identifies training needs, conducts training, and provides leadership and coaching for staff.
- Independently establishes a course of action to accomplish work objectives and adapts to meet changing priorities.
- In cooperation with management, develops or revises policies, procedures, and templates to improve efficiency, effectiveness, and compliance.
- Arranges for additional staffing to meet established objectives.
- Answers inquiries and resolves complaints from customers, service providers, department personnel, and the public.
- Functions as an authoritative resource of information on regulations, rules, department policies, and guidelines.
- Establishes and updates administrative records and summaries for department such as budgetary, revenue and expenditures, personnel and payroll records, inventory control, workflow and production output, work load, and regulatory and procedural manuals.
- Operates and oversees the use of automated systems, works with IT staff to implement modifications, and utilizes various software applications.
- Researches, compiles, and analyzes data for a variety of projects.
- Promotes cooperative professional working relations among staff, resolves conflicts, and monitors work environment.
- Provides employees with guidance and prepares performance evaluations.
- Performs special assignments and projects as delegated.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

OFFICE SUPERVISOR - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of office and business administration.
- Policies and procedures of the Department and unit where assigned.
- Thorough knowledge of specialized areas of office and administrative functions of the Department to which assigned.
- Methods and procedures of purchasing and inventory maintenance.
- Data processing equipment and software used by the department where assigned.
- Modern office practices, methods, and procedures.
- Filing and information retrieval systems.
- Fiscal, account, and budget recordkeeping.
- Operation and use of office equipment.
- Proper English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of supervision and training.
- General office functions, procedures, equipment, and filing systems.
- English grammar, vocabulary, spelling, and punctuation.
- Principles of training development, implementation, and evaluation.
- Computers and automated data systems.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.

Ability to:

- Plan, organize, and supervise the office and administrative support functions in an assigned department.
- Coordinate and develop a department's data processing system.
- Be responsible for purchasing and inventory maintenance.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance and supervision.
- Interpret, apply, and explain the policies and procedures of the department where assigned.
- Perform fiscal, account, and budget recordkeeping.
- Operate a computer, using word-processing and other software as appropriate.
- Operate and use office equipment.
- Deal tactfully and courteously with other County staff, the public, and other government agencies, providing information and responding to concerns about the Department and/or program where assigned.
- Establish and maintain cooperative working relationships.
- Explain and apply policies, procedures, and regulations governing program operations.

OFFICE SUPERVISOR - 4

Ability to – Continued:

- Exercise good judgment when organizing, directing, prioritizing, and supervising unit activities.
- Train, supervise, evaluate, and discipline subordinate staff.
- Provide effective oral and written instruction to others.
- Quickly and accurately enter and retrieve data using an automated data system.
- Establish and maintain effective working relationships.
- Listen attentively and understand written and verbal information provided.
- Establish long-range objectives, goals, and strategies.
- Develop forms and letters.
- Maintain composure and react professionally.

Training and Experience:

Qualifications needed for this position:

Four (4) years of increasingly responsible office and administrative support assistance experience, preferably including at least one (1) year in a supervisory or lead position.

Special Requirements: Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; effective July 1, 2024; not to exceed $75,000.00; (No General Fund Impact) (MAA) approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with Les Hall in the amount of $75,000.00.

Background and Discussion:
Plumas County Public Health Agency participates in the Medi-Cal Administrative Activities (MAA) Program. This program allows counties, through a system of time studies and cost reports, to enhance existing time and activities performed by specific staff relating to the administration of Medi-Cal-related services. Staff time and activities are enhanced with Federal funds using a formula based on staff classification, organizational structure, and duty statements.

The MAA Program is very complex, especially the invoicing, which is very detailed and takes a considerable amount of time to prepare. Time is of the essence to ensure all revenues are captured.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; effective 7/1/2024; not to exceed $75,000.00; (No General Fund Impact) (MAA); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (MAA)

Attachments:
1. MAA2425HALL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Les Hall, a sole proprietor (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:
Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Audrey Rice, Management Analyst

Contractor:
Les Hall
P.O. Box 146
Meadow Valley, CA 95956

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Les Hall, a sole proprietor

By: _____
Les Hall
Date signed: 4-18-24

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Nicole Reinert
Director, Public Health Agency
Date signed:

By: _____
Greg Hagwood
Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

The contractor agrees to provide the following technical support and assistance services to the Plumas County Public Health Agency MAA Coordinator, as requested, for the following:

- MAA claiming includes but is not exclusive of, preparation of claiming plans and invoicing per federal and state guidelines.
- Response to information requests by county, state, and federal agencies related to Plumas County Public Health Agency MAA.
- MAA time surveys include but are not exclusive of training and survey completion.
- Audit support including audit preparation, but not exclusive of, site visit support and responses to findings.

EXHIBIT B

Fee Schedule

INVOICING AND PAYMENT:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred per this subcontract.

County agrees to pay 10% of the total MAA invoice amounts submitted for all Plumas County entities in the MAA claiming plan. Since the state normally pays one year after invoices are submitted, County agrees to pay Contractor a monthly estimated amount based on the prior year's invoices, with a true-up payment by the County or reimbursement by the Contractor in an amount equal to the difference between the estimated amount and payments to date once the final payment from the state is received by Plumas County Public Health Agency. Additionally, Contractor shall reimburse the County for the total amount of any audit disallowances reimbursed by the County to the state.

A.

B. Invoice(s) Shall:

1) Bear the Subcontractor name, exactly as shown on the Agreement.
2) Bear the Subcontractor Agreement Number.
3) Identify the expense, billing, and performance date covered on the invoice
4) Invoice(s) must be signed by authorized personnel.
5) Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

C. Invoice(s) Schedule:

Invoice	Description	Invoice Due
1st Quarter	July 1st – September 30th	October 15th
2nd Quarter	October 1st - December 31st	January 15th
3rd Quarter	January 1st – March 31st	April 15th
4th Quarter	April 1st – June 30th	July 15th

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D. to perform duties of a Deputy County Health Officer; effective July 1, 2024; not to exceed $11,250.00; (No General Fund Impact) (FOPH) approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a consultant services agreement in the amount of $11,250.00.

Background and Discussion:

The California Health and Safety Code (HSC § 101000) stipulates that counties “shall appoint a health officer.” The county health officer must be a physician and has at least 170 distinct duties under California law. For several years, Dr. Mark Satterfield has provided Health Officer services to Plumas County on a part-time basis through a consultant services agreement. However, as a condition for receiving the Future of Public Health funding that the Board authorized November 1, 2022, the California Department of Public Health requires the Plumas County Public Health Agency to provide “24/7 Health Officer coverage.” The Agency proposes to appoint Dr. Erin Barnes as Deputy Health Officer to provide the required coverage when Dr. Satterfield is not available.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Erin Barnes, M.D. to perform duties of a Deputy County Health Officer; effective July 1, 2024; not to exceed $11,250.00.

Fiscal Impact:

(No General Fund Impact) (FOPH)

Attachments:

1. PCPHA2425BARNES

CONSULTANT SERVICES AGREEMENT
FOR
ERIN BARNES, M.D.

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **PUBLIC HEALTH AGENCY** (hereinafter referred to as "County"), and Erin Barnes, M.D., an individual (hereinafter referred to as "Consultant"" or "Physician).

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Consultant for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Eleven Thousand Two Hundred Fifty Dollars ($11,250.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Consultant shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Consultant agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Consultant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Consultant's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Consultant's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Consultant carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Consultant shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement, and Consultant shall verify Consultant's compliance.

10. Licenses and Permits. Consultant represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Consultant to practice its profession and to perform its duties and obligations under this Agreement. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Consultant or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Consultant has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Consultant represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Consultant.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

CONSULTANT:	COUNTY:
Erin Barnes, MD 1590 Wildwood Path Quincy, California 95971	Public Health Agency 270 County Hospital Road, Suite 206 Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Consultant is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive

orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or Consultants who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Consultant agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

PCPHA2425BARNES

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONSULTANT:

Erin Barnes, MD an individual

By: _____
Erin Barnes, MD
Date signed: 4/23/24

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Nicole Reinert
Director, Public Health Agency
Date signed: 4/11/24

By: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Allen Hiskey
Clerk, Plumas County Board of Supervisors
Date signed: _____

Approved as to form:

_____
Craig Settlemire
Counsel

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONSULTANT:

Erin Barnes, MD an individual

By: _____
Erin Barnes, MD
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Nicole Reinert
Director, Public Health Agency
Date signed: 4/11/24

By: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Allen Hiskey
Clerk, Plumas County Board of Supervisors
Date signed: _____

Approved as to form:

_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Physician agrees to perform, efficiently and professionally, all duties and services of a Deputy County Health Officer including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of the California Conference of Local Health Officers Association.

2. Act temporarily as Health Officer on a consulting basis to PCPHA when requested by the Health Officer or the Director of Public Health, providing medical oversight, recommendations, and protocols for public health programs.

3. Act temporarily as Health Officer on a consulting basis to local health care providers and other physicians or agencies in or out of the County, when requested by the Health Officer or the Director of Public Health, as necessary to meet the standards of Federal, State, and local laws.

4. Enforce and observe all laws of public and environmental health as promulgated by the County, state, or federal government.

5. When requested by the Health Officer or the Director of Public Health, direct the detection and control of communicable diseases, sexually transmitted diseases, and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.

6. When acting temporarily as Health Officer, be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.

7. When requested by the Health Officer or the Director of Public Health, act as an employee health physician, and perform physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.

8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, the Plumas County Health Officer, or defined in the Health & Welfare Code, Public Health Emergency Preparedness Plan, or related County Codes.

9. Assessing, and implementing health officer orders authorized under declared public health emergencies.

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.

11. Liaise with community partners and guide safe operations during emergencies.

12. Review infectious disease cases and clusters and guide internal and external response partners.

13. Represent the PCPHA Health Officer's perspective during emergencies to state and local officials.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

1. PCPHA shall pay Consultant the sum of One Thousand Eight-Hundred Seventy-Five Dollars ($1,875.00) per week served as Deputy Health Officer as the exclusive compensation under this agreement beginning July 1, 2024, and ending June 30, 2025. The contract shall not exceed Eleven Thousand Two Hundred Fifty Dollars ($11,250.00).

2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. The county shall pay for and maintain professional malpractice insurance from PRISM covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**

2. Consultant shall carry at Consultant's sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Erin Barnes, M.D., an Individual, referred to herein as Business Associate ("BA"), dated July 1, 2015.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach

[42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected

Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of

activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be

resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	BUSINESS ASSOCIATE
County of Plumas, a political subdivision of the State of California	Erin Barnes, M.D., an Individual
Name: Nicole Reinert	Name: Erin Barnes, M.D.
Title: Director, Public Health Agency	Title: Deputy Health Officer
Signature: N Reinert	Signature:
Date: 4/11/24	Date: 4/23/24

resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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COVERED ENTITY	BUSINESS ASSOCIATE
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Name: Nicole Reinert	Name: Erin Barnes, M.D.
Title: Director, Public Health Agency	Title: Deputy Health Officer
Signature: N Reinert	Signature:
Date: 4/11/24	Date:

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and David Asmuth, M.D. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $5,000.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign the following service agreement with David Asmuth, M.D. related to the Ryan White Part C Program for Fiscal Year 2024-2025; in the amount of $5,000.00 beginning April 1, 2024, and ending March 31, 2025.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas, and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five-county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling, and nutritional supplements.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and David Asmuth, M.D. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $5,000.00.

Fiscal Impact:

(No General Fund Impact) (RW PARTC)

Attachments:

1. PARTC2425ASMUTH

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and David Asmuth, M.D., and individual, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.

    a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.

        1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.

    b. Type text here Plumas County Public Health Agency will also review the HIV Care Connect (HCC) system compliance in which all the client's information and documentation is updated bi-weekly throughout the award period.

1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Five Thousand Dollars ($5,000.00).

4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable

for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Subcontractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Subcontractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by

both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

14. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

15. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

16. Choice of Law. The laws of the State of California shall govern this agreement.

17. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

18. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

19. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

21. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

22. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

David Asmuth, M.D.
309 Deerhaven Lane
Harbor, WA 98250

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-

programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

27. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

29. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term

of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10
B	Fee Schedule	11
B-1	Subcontractor Budget	12
Attachment 1	Business Associate Agreement	13-19
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	20
Attachment 3	Darfur Contracting Act	21
Attachment 4	Subcontractor Certification Clause	22
C	General Terms and Conditions	23-26
D(F)	Special Terms and Conditions with Attachments 1 & 2	27-53
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G	Information Privacy and Security Requirements with Attachment 1	56-66

(SIGNATURES TO FOLLOW ON NEXT PAGE)

COUNTY INITIALS
SUBCONTRACTORS INITIALS
Do not type text here

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

SUBCONTRACTOR:

David Asmuth, M.D., an individual

By: David Asmuth
David Asmuth, M.D.
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: NReinert
Nicole Reinert,
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

This agreement provides the Infectious Disease Physician (Subcontractor) reimbursement for travel expenses to participate in the HRSA Ryan White Part C quarterly clinics in Lassen and Plumas Counties.

Subcontractor will provide lodging receipts and will be reimbursed for lodging, standard mileage and per diem related to each of the quarterly HIV clinics.

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

A. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.
   a. **Final invoices for Quarter 4 submitted by April 15th.**

B. Bi-annual attendance at MCHAC meetings and report on the program.

EXHIBIT B

Fee Schedule

Invoicing and Payment:
For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

1. Invoice(s) Shall:
   a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
   b. Bear the Subcontractor name and Agreement Number.
   c. Identify the billing and/or performance period covered on the invoice.
   d. Include services that were not covered by Medi-Cal or private insurance.
   e. Include dates of services, client name/number, services provided, and cost of service.

2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.

4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21 Notice Addresses.

5. Amounts Payable: The amounts payable under this service agreement shall not exceed Five Thousand Dollars ($5,000.00).

EXHIBIT B-1

Budget

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Subcontractor Budget

Program: Part-C
Subcontractor: David Asmuth, MD
Contract Year: April 1, 2024 - March 31, 2025

	Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Travel								
Clinic Travel Costs	Cost per in-person clinic visit	Med Case Mgt; Substance Abuse Svcs & Test Kits	EIS	Outpatient / Ambulatory Health Services	1,000	5.000	Clinic Visits	5,000
Total Travel								5,000
Total Subcontract								5,000

ATTACHMENT 1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated ____.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE

that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in

favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: NReinert

Date: 4/24/24

BUSINESS ASSOCIATE
David Asmuth, M.D., and individual

Name: David Asmuth, MD

Title: Professor

Signature: David Asmuth

Date: April 24, 2024

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

David Asmuth	David Asmuth	April 24, 2024
Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

ATTACHMENT 3

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. DMA Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature) David Asmuth	
Printed Name and Title of Person Signing David Asmuth, MD	
Date Executed April 24, 2024	*Executed in the County and State of* San Juan Co, WA

ATTACHMENT 4

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

David Asmuth

Printed Name and Title of Person Signing

David Asmuth, MD

Date Executed	Executed in the County of
April 24, 2024	San Juan Co, WA

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory -** If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

In connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, if known:	Congressional District, if known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only

Authorized for Local Reproduction
Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection *of information*. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.The policy shall be endorsed

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $22,500.00; (No General Fund Impact)** (RW Part C) **approved as to form by County Counsel.**

Recommendation:
The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2024-2025; Michael Staszel, D.O., P.A., in the amount of $22,500.00 beginning April 1, 2024 and ending March 31, 2025.

Background and Discussion:
As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program.
Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five-county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $22,500.00;

Fiscal Impact:

(No General Fund Impact) (RW Part C)

Attachments:
1. PARTC2425STASZEL

PARTC2425STASZEL

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Michael Staszel, D.O., P.A., a California Corporation (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the award's expectations.

    a. Participation is required for annual monitoring visits to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.

        1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.

    b. Plumas County Public Health Agency will review the HIV Care Connect (HCC) system compliance in which all client's information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars ($22,500.00).

4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or

costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Subcontractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Subcontractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

15. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

16. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

17. Choice of Law. The laws of the State of California shall govern this agreement.

18. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

19. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

20. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

21. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

22. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

23. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

24. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Michael Staszel, D.O., P.A.
822 Pine Street
Mt Shasta, CA 96067

25. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

26. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

27. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

28. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

29. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

30. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-11
B	Fee Schedule	12
B-1	Subcontractor Budget	13
Attachment 1	Business Associate Agreement	14-20
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	21
Attachment 3	Darfur Contracting Act	22
Attachment 4	Subcontractor Certification Clause	23
C	General Terms and Conditions	24-27
D(F)	Special Terms and Conditions with Attachments 1 & 2	28-54
E	Additional Provisions	55-56
G	Information Privacy and Security Requirements with Attachment 1	57-67

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

SUBCONTRACTOR:

Michael Staszel, D.O., P.A., a California Corporation

By:_____
Michael Staszel, D.O., P.A.
CFO,CEO
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Nicole Reinert
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

The subcontractor shall:

1. Serve as a medical provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with HIV consultant to 20-24 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Primary Care Physician Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with the EIS patient coordinator and HIV consultant during 6 HIV clinic days and develop a system for consulting with HIV and other specialty providers via phone, email, and/or telemedicine as needed in between assigned clinic days.
3. Participate in patient chart review with HIV consultant, participate in HRSA Site Visits, and administrative agent site visits.
4. Participate in quarterly continuous quality improvement meetings and quality improvement projects.

   Current Quality Measurement goals include:
   85% of HIV+ women will receive annual PAP screening
   85% of all HIV patients will have documented HCV status in the chart/ARIES database.
   75% of all HIV patients will have Hepatitis B immunity documented in chart/ARIES
   75% of all HIV patients using tobacco will receive cessation education & information
   75% of all HIV patients will achieve viral load suppression <200 copies
   80% of all HIV patients will be retained in care – New patients seen every 4 months. Ongoing patients are seen every 6 months.

5. Provide client data as needed to the EIS patient coordinator for required HRSA Reports.
6. Invoice for services and report revenue related to this program at least quarterly.
7. Provide PCPHA with a copy of the provider's license and proof of medical liability insurance.

Reporting and Performance Requirements:
The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

A. Provide client data as needed to the EIS patient coordinator for required reports to HRSA.
B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Subcontractor's Budget.
   a. Final invoices for Quarter 4 submitted by April 15th
C. Provide PCPHA with a copy of the provider's license and proof of medical liability insurance.
D. Bi-annual attendance at MCHAC meetings and report on the program.

HIV Early Intervention Services (EIS) Primary Care Physician Job Description:

Job Title: EIS Primary Care Physician

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with the EIS HIV Specialist/Consultant.

Job Duties and Responsible Ties:

- Examines and diagnoses patients referred to the EIS Program; determines and recommends the type of medical treatment needed. Provides information on causes and prevention of disease, high-risk behavior, growth, and development.
- Refers patients to appropriate sources of additional treatment.
- Participates in EIS Multi-disciplinary team.
- Provides consultation to local primary care providers regarding HIV treatment and care.
- Review medical literature to benefit specific patients' conditions.
- Participates in training of clinic staff

Knowledge and Abilities:

- Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.
- Knowledge of current developments in the field of HIV primary care and community HIIV care resources.
- Knowledge of health services organization and procedures.
- Ability to direct and coordinate the work of subordinate personnel.
- Ability to establish and maintain effective working relationships with administrative, medical, and non-medical staff, patients, and the general public.
- Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

1. Invoice(s) Shall:
    a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
    b. Bear the Subcontractors' name and Agreement Number.
    c. Identify the billing and/or performance period covered on the invoice.
    d. Itemize costs; include backup documentation to support the invoice.
2. Invoice(s) Schedule:
    a. Subcontractor will submit a monthly invoice to Plumas County Public Health Agency in the amount of One Thousand Seven Hundred Fifty Dollars ($1,750.00).
3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.

Amounts Payable: The amounts payable under this agreement shall not exceed Twenty-Two Thousand Five Hundred Dollars ($22,500.00).

ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated ____. 4-24-24

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: N Reinert

Date: 4/24/24

BUSINESS ASSOCIATE
Michael Staszel, D.O., P.A., a California Corporation

Name: Michael Staszel, D.O., P.A.

Title: CFO, CEO

Signature:

Date: 4-24-24

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Lonnie RutherFord	Lonnie Rutherford	4-24-24
Employee name (print)	Employee Signature	Date
Michael Staszel		4-24-24
Supervisor name (print)	Supervisor Signature	Date

Michael Staszel, DO
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

ATTACHMENT 3

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one** of the following three paragraphs and complete the certification below:

1. MS Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
Michael Staszel, DO	65-0956385
By (Authorized Signature)	
M. A	
Printed Name and Title of Person Signing	
Michael Staszel, DO - President	
Date Executed	*Executed in the County and State of*
4-24-24	Siskiyou

ATTACHMENT 4

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Michael Staszel DO	65-0956385

By (Authorized Signature)

Printed Name and Title of Person Signing

Michael Staszel DO - President

Date Executed	Executed in the County of
4-24-24	Siskiyou

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1.	Federal Equal Employment Opportunity Requirements	19.	Novation Requirements
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4.	Equipment Ownership / Inventory / Disposition	22.	Covenant Against Contingent Fees
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13.	Prior Approval of Training Seminars, Workshops or Conferences	31.	Contract Uniformity (Fringe Benefit Allowability)
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15.	Documents, Publications, and Written Reports	33.	Public Communications
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18.	Human Subjects Use Requirements		

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory -** If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Michael Staszel DO	Michael Staszel DO
Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
4-24-24	President
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency		7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*		b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.		Signature: [signature] Print Name: Michael Staszel, DO Title: President Telephone No.: 530-926-5261 Date: 4-24-24
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection *of information*. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.The policy shall be endorsed

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Remove your new Pocket License from the receipt portion and carry it with you at all times.

(Please cut along the dotted lines)

Osteopathic Medical Board of California
1300 National Drive, Suite 150
Sacramento, CA 95834-1991
(916) 928-8390

STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

OSTEOPATHIC PHYSICIAN AND SURGEON

License No.
20A8493

Expiration
12/31/2024

MICHAEL ZBIGNIEW STASZEL
822 PINE ST
MOUNT SHASTA, CA 96067-2137

Original Issuance Date
04/10/2003

Receipt No.
58211

Signature _____

Osteopathic Medical Board of California
1300 National Drive, Suite 150
Sacramento, CA 95834-1991
(916) 928-8390

IMPORTANT

1. Please include your license number on any correspondence to this office.
2. Notify the Board of any name or address change in writing.
3. Report any loss immediately in writing to the Board.
4. Please sign and carry the pocket license with you.

License No.	Expiration Date	Receipt No.
20A8493	12/31/2024	58211

MICHAEL ZBIGNIEW STASZEL

This is your RECEIPT. Please save for your records.

POB20A 1/2012

!14212525342-00035-M00016668-001-H002585-PS013-S0000734-1/1

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BS4632166	02-28-2025	$888
SCHEDULES	**BUSINESS ACTIVITY**	**ISSUE DATE**
2,2N,3, 3N,4,5	PRACTITIONER	01-28-2022

STASZEL, MICHAEL Z DO
822 PINE ST
MOUNT SHASTA, CA 960672137

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $7,200.00; (No General Fund Impact)** (RW Part C) **approved as to form by County Counsel.**

Recommendation:
The Director respectfully recommends that the Chair ratify and sign the following service agreement related to the Ryan White Part C Program for Fiscal Year 2024-2025; Redding Critical Care Medical Group for $7,200.00; beginning April 1, 2024, and ending March 31, 2025.

Background and Discussion:
As the Board is aware, Plumas County Public Health Agency has served as a fiscal and administrative agent for the various HIV/AIDS programs within the five (5) county regions of Modoc, Sierra, Lassen, Plumas, and Siskiyou counties. Plumas County Public Health Agency will continue to serve our five-county regions for the Ryan White Program.
Ryan White Part C funds plan, develop and deliver comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskiyou, and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing, and utilities, and case management services. The program aims to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS healthcare costs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $7,200.00.

Fiscal Impact:

(No General Fund Impact) (RW Part C)

Attachments:
1. PARTC2425RCCMG

PARTC2425RCCMG

Award Information

This award's funding is administered by the Health Resources and Services Administration provided in compliance with Part C of the Ryan White HIV/AIDS Treatment Act of 2006.

1. Federal Award Identification: 6H76HA01696-20-02
2. Federal Award Identification Number (FAIN): H7601696
3. CFDA Number and Name: 93.918, RWPARTC

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and Redding Critical Care Medical Group, Inc., a California Corporation, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.

    a. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.

        1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.

    b. Plumas County Public Health Agency will review the HIV Care Connect (HCC) system compliance in which all client information and documentation is updated bi-weekly throughout the award period.

        1. If services are not entered in a timely manner, Plumas County Public Health Agency will contact the subcontractor and allow seven days to bring data up to date.

3. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Seven Thousand Two Hundred Dollars ($7,200.00).

4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

5. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

6. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or

costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Subcontractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Subcontractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Subcontractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Subcontractor shall verify subcontractor's compliance.

11. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Statement of Occupation. Subcontractor represents and warrants that Subcontractor is engaged in a profession described by California Labor Code section 2783 as a physician. Subcontractor represents and warrants that Subcontractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Subcontractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Subcontractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Subcontractor's performance of the services Subcontractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Subcontractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Subcontractor's performance or activities before or after each instance, wherein, Subcontractor may perform under this Agreement. Subcontractor will at all times indemnify and hold County, and their respective agents, Subcontractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Subcontractor of any representation, warrant or agreement made by Subcontractor hereunder or arising out of Subcontractor's services.

14. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

15. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

16. Choice of Law. The laws of the State of California shall govern this agreement.

17. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

18. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

19. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

20. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

21. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

22. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Redding Critical Care Medical Group
P.O. Box 991844
Redding, CA 96099
Attention: Matthew Miles, M.D.

24. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

25. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

26. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

27. Suspension and Debarment. The County does not employ vendors or Subcontractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subcontractor is required to verify that none of the Subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Subcontractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subcontractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

28. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

29. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

EXHIBIT	TITLE	PAGE
A	Scope of Work	10-11
B	Fee Schedule	12
B-1	Subcontractor Budget	13
Attachment 1	Business Associate Agreement	14-20
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(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

SUBCONTRACTOR:

Redding Critical Care Medical Group, Inc., a California Corporation

By:_____
Kiruba Dharaneeswaran
Chief Executive Officer
Date signed: 04/24/2024

By:_____
Sylvan Cox
Chief Financial Officer
Date signed: 4/25/2024

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Nicole Reinert,
Director, Public Health Agency
Date signed:

By:_____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Subcontractor Requirements:

1. Serve as an HIV specialty consultant/provider for the Mountain Counties EIS Program in Siskiyou County; provide primary medical care in coordination with the local primary care provider to 35-45 EIS enrolled patients, as outlined in the HIV Early Intervention Services (EIS) Specialty Care Consultant Job Description, using the Mountain Counties EIS protocols and current CDC HIV treatment guidelines.
2. Coordinate and case conference with the local primary care provider and the EIS patient coordinator during six scheduled clinic days and provide consultation as needed in between assigned clinic days.
3. Provide patient chart review with on a quarterly basis and provide input into the EIS continuous quality improvement plan
4. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.

6-Days Per Year:

- Provide onsite HIV Primary care services to our client population in Siskiyou County.
- Provide informational training for local medical providers to build their capacity to provide a more complete continuum of HIV care.
- Provide regular chart audits related to a Continuous Quality Improvement Program.
- Provide input into EIS Continuous Quality Improvement Program.

Reporting and Performance Requirements:
The Subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

A. Invoice for actual services at least quarterly. Funds may only be used to pay for allowable categories of services outlined in the Scope of Services (Exhibit A) attached.
   a. Final invoices for Quarter 4 submitted by April 15th
B. Provide PCPHA with a copy of provider's license and proof of medical liability insurance.
C. Bi-Annual attendance at MCHAC meetings and report on program.

HIV Early Intervention Services Primary Care Consultant Job Description

Job Title: EIS Primary Care Consultant

Job Summary: This subcontracted position reports to the EIS Project Director and Medical Director and provides medical assessment and treatment to EIS patients in coordination with Primary Care Provider.

Job Duties and Responsibilities:

- Examines and diagnoses patient referred to the EIS Program; determines and recommends type of medical treatment needed. Provided information on causes and prevention of disease, high-risk behavior, growth and development.
- Refers patients to appropriate sources of additional treatment.
- Participates on EIS Multi-disciplinary team.
- Provides consultation to local primary provider regarding HIV treatment and care.

EXHIBIT B

Fee Schedule

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

1. **Invoice(s) Shall:**
    a. Be prepared on Subcontractor letterhead or signed by authorized personnel.
    b. Bear the Subcontractor name and Agreement Number.
    c. Identify the billing and/or performance period covered on the invoice.
    d. Itemize costs; include backup documentation to support the invoice.
2. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1st – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1st – March 31st	April 15th

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.
4. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 21. Notice Addresses.
5. Amounts Payable: The amounts payable under this agreement shall not exceed Seven Thousand Two Hundred dollars ($7,200.00).

EXHIBIT B-1

Budget

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend-down plan for the remainder of the fiscal year. If the County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Subcontractor Budget

Program	Part-C
Subcontractor	Redding Critical Care
Contract Year	April 1, 2024 - March 31, 2025

	Description	Budget Line	Program Categor	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel								
Matthew Miles, MD	Primary medical care clincs	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	1,200	6.000	Clinic Visits	7,200
								-
								-
								-
Total Personnel								7,200
Fringe Benefits								
Matthew Miles, MD	Primary medical care clincs	HIV Specialists	EIS	Outpatient / Ambulatory Health Services	7,200			-
								-
								-
								-
Total Fringe Benefits								-
Total Subcontract								7,200

ATTACHMENT 1
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated _____.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including Consultants, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and Consultants that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or Consultants) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall

meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a.. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or Consultants still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or Consultants, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or Consultants to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any Consultants, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its Consultant, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY
County of Plumas, a political subdivision of the State of California

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: NReinert

Date: 4/24/24

BUSINESS ASSOCIATE
Redding Critical Care Medical Group, Inc., a California Corporation

Name: Kiruba Dharaneeswaran

Title: Chief Executive Officer

Signature:

Date: 04/24/2024

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Matthew Miles MD		4/25/24
Employee name (print)	Employee Signature	Date
Kavita Dharamsi-Sweeney MD		04/24/24
Supervisor name (print)	Supervisor Signature	Date

Redding Critical Care Medical Group
Name of Employer

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8689 (Revised 10/12)

ATTACHMENT 3

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below.

1. KD (Initials) — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ (Initials) — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ (Initials) — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
Redding Critical Care Medical Group	68-0357908
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Kiruba Dharmaeswaran, MD President	
Date Executed	*Executed in the County and State of*
04/24/2024	Shasta, California

ATTACHMENT 4

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Redding Critical Care Medical Grou	68-0357968

By (Authorized Signature)

Printed Name and Title of Person Signing

Kiruba Dharaneeswaran, MD

Date Executed	Executed in the County of
04/24/2024	Shasta

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

GTC 610

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

(1) Equipment/property purchases shall not exceed $50,000 annually.

To secure equipment/property above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

(1) **Reporting of Equipment/Property Receipt -** DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

(2) **Annual Equipment/Property Inventory -** If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

(c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or

the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this

Agreement or until such time as the motor vehicle is returned to DHCS.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) DHCS may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or State university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

(h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting

b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.

e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

a. Ownership

(1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that

are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any

purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2010, etc.]*, California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) DHCS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

(2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

12. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of $100,000 must comply with the following provisions unless said agreement is exempt by law.

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues

raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.

c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.

d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

17. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040)*** and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90)*** and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

19. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

20. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; ~~or~~ commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.

(6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

21. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Performance Evaluation

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

25. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

26. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

(1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

(2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

(3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

(4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

(1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

(2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:

(a) Cancel, extend, or modify the suspension or stop work notification; or

(b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

33. Public Communications

"Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

34. Compliance with Statutes and Regulations

a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.

b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

35. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action)

in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

Attachment 1
State of California
Department of Health Care Services

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Matthew Miles MD Name of Contractor	Printed Name of Person Signing for Contractor
PART62425RCCMG Contract / Grant Number	Signature of Person Signing for Contractor
04/24/2024 Date	President Title

After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notifiy the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ___, If known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, If applicable: _____
8. Federal Action Number, If known:	9. Award Amount, If known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI):*	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: Date:

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriateclassification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if itis, or expects to be,a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizationallevel below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection *of information*. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.The policy shall be endorsed

to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any

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CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location wher CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numberslisted in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and EnforcementCDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI.The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted.The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Interim Director of Environmental Health**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Environmental Health and Tait Environmental Services, Inc. to create a commodity flow study of the hazardous materials that flow through Plumas County; effective April 16, 2024, through July 15, 2024; not to exceed $32,780.00; (No General Fund Impact) funds paid for by CalOES; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Environmental Health and Tait Environmental Services, Inc. to create a commodity flow study of the hazardous materials that flow through Plumas County; effective April 16, 2024, through July 15, 2024; not to exceed $32,780.00; (No General Fund Impact) funds paid for by CalOES; approved as to form by County Counsel.

Background and Discussion:
Plumas County Environmental Health Department has need of updating the hazardous materials commodity flow study and conduct a tabletop exercise to be adequately aware of the risks and potential events associated with hazardous materials passing through the county and is eligible for the Cal OES 2023-24 HMEP Planning Subgrant Program.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Environmental Health and Tait Environmental Services, Inc. to create a commodity flow study of the hazardous materials that flow through Plumas County; effective April 16, 2024, through July 15, 2024; not to exceed $32,780.00; (No General Fund Impact) funds paid for by CalOES; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact, funds paid for by CalOES.

Attachments:
1. HMEP Grant Subaward Face Sheet $32,800 02Jan24
2. 24-205 FINAL

DocuSign Envelope ID: C5B5941F-677D-480A-8DAF-EB43899B82D7

(Cal OES Use Only)

Cal OES #	063-00000-00	FIPS #	063-00000	VS#		Subaward #	693-32/HMEP22

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
GRANT SUBAWARD FACE SHEET

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

1. **Subrecipient:** Plumas County — **1a. SAM UEI#:** YXZZPBLCRFY6

2. **Implementing Agency:** Plumas County Environmental Health — **2a. SAM UEI#:** YXZZPBLCRFY6

3. **Implementing Agency Address:** 270 County Hospital Rd, Suite 127 (Street) | Quincy (City) | 95971-9174 (Zip+4)

4. **Location of Project:** Quincy (City) | Plumas (County) | 95971-9174 (Zip+4)

5. **Disaster/Program Title:** FY22 Hazardous Materials Emergency Preparedness (HMEP) — **6. Performance/ Budget Period:** 10/15/2023 (Start Date) to 6/30/2024 (End Date)

7. **Indirect Cost Rate (please circle):** (N/A) 10% de minimis — **Federally Approved ICR** (if applicable): ____ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2022	HMEP	$0	$32,800.00		$0	$0	$0	$32,800.00
9.									
10.									
11.									
12.									
Total	**Project**	**Cost**	$0	$32,800.00	$32,800.00	$0	$0	$0	$32,800.00

13. **Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, the Assurances/Certifications, and any attached Special Conditions. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 7920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

15. **Official Authorized to Sign for Subrecipient:**

Name: Robert Robinette — Title: Interim Director

Payment Mailing Address: 270 County Hospital Road, Suite 127 — City: Quincy — Zip Code+4: 95971-9174

Signature: [signature] — Date: 8Dec23

16. **Federal Employer ID Number:** 94-6000528

(FOR Cal OES USE ONLY)

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of this expenditure stated above.

DocuSigned by: Mary Rucker — 1/2/2024
9A3D0B66E24B485... (Cal OES Fiscal Officer) (Date)

DocuSigned by: Heather Carlson — 1/2/2024
F76AD62C0B5D440... (Cal OES Director or Designee) (Date)

DS JH

ENY: 2023/24 **Chapter: 12** **SL: 14873**
Item: 0690-101-0890 **Pgm: 0385**
FAIN: 693JK32240030HMEP **10/1/23 - 9/30/24**
Fund: Federal Trust **AL: 20.703**
Title: Hazardous Materials Emergency Preparedness
Match Req: Match Met with Training Match
Project ID: OES22HMEP000012 **Amount: $32,800.00**
Activity ID: LA14873HMEP0000 **SC: 2023 - 14873**

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Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Environmental Health** (hereinafter referred to as "County") and, Tait Environmental Services, Inc., a CA Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in ExhibitA, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-Two Thousand Seven Hundred Eighty Dollars ($32,780.00).

3. Term. The term of this agreement shall be from April 16, 2024, through July 29, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 16, 2024 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) dayswritten notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall beof no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non- exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with allapplicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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7. Amendment. This Agreement may be amended at any time by mutual agreement of theparties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liablefor, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim ifit is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughoutthe term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to theservices provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimumproperty damage limit of the greater of (i) the limit available on the policy, or
   (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of thissection 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

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Contractor or its principals to practice its professions and to perform its duties andobligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue ofthis Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in thisAgreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin,ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and theirattorneys. The agreement and each of its provisions will be interpreted fairly, simply,and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral orwritten agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a courtof competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that rightor any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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21. Notice Addresses. All notices under this Agreement shall be effective only if made inwriting and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

County of Plumas
Environmental Health
270 County Hospital Road,
Courthouse Annex, Suite 270
Quincy, CA 95971
Attention: Rob Robinette

Contractor:

Tait Environmental Services, Inc.
701 North Parkcenter Drive
Santa Ana, CA 92705
Attention: Paul McCarter

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is herebymade and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractorrepresents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examinationand audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attachedexhibit shall be null and void.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Tait Environmental Services, Inc., a CA Corporation

By:_____
Name: Eric Hammer
Title: Vice President
Date signed:

By:_____
Name: Jason Jones
Title: Chief Financial Officer/Assistant Treasurer
Date signed:

COUNTY:

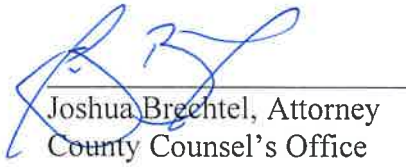
County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

Exhibit A
Scope of Work

5.0 SCOPE OF WORK

Tait in coordination with Plumas County Environmental Health (PCEH) will define the Commodity Flow Study (CFS) objectives, methodology, and overall structure of the study. This will be discussed during the initial kickoff meeting and refined as necessary during the course of the study. Highway survey locations will be finalized during the kickoff meeting In general, the CFS will identify and analyze the types, quantities, and transportation routes of hazardous commodities being transported in and out of Plumas County.

The following areas are included into the scope of work for the CFS:

Pipelines: The CFS will identify the types, quantities, and frequencies of hazardous materials as defined by the DOT-PHMSA, which are being transported through the County. Pipeline data will be obtained through PHMSA's National Pipeline Mapping System (NPMS), and through follow up with pipeline operators. An initial review of the NPMS data indicates that there are no major pipelines within the County.

Railroads: The CFS will attempt to identify types, quantities, and routes of hazardous materials transported via railway through the County, to the extent that the information is publicly available. BNSF, UP, and QRR are the 3 railways within the County. It is Tait's understanding from the RFP, that PCEH can provide railway data for 2022.

It has been Tait's experience, however, that certain railway companies have been hesitant to release data concerning their hazardous materials transport to the public for reasons of national security. They may release data to a public entity, but not allow for the consultant to review it. In any case, all efforts should be made by PCEH to secure such data. In the past, railroad data was obtained by the regulatory agency and placed in a specific Appendix in the CFS Report, with the proviso that it would be used internally by the regulatory agency only. A placard survey of rail traffic is not included in this proposal, unless otherwise requested by PCEH. It is considered to be a labor-intensive event requiring additional funding, and beyond the scope of this proposal.

Air and Military Transportation: It is assumed that hazardous materials shipped via air and military transport are not considered part of this CFS.

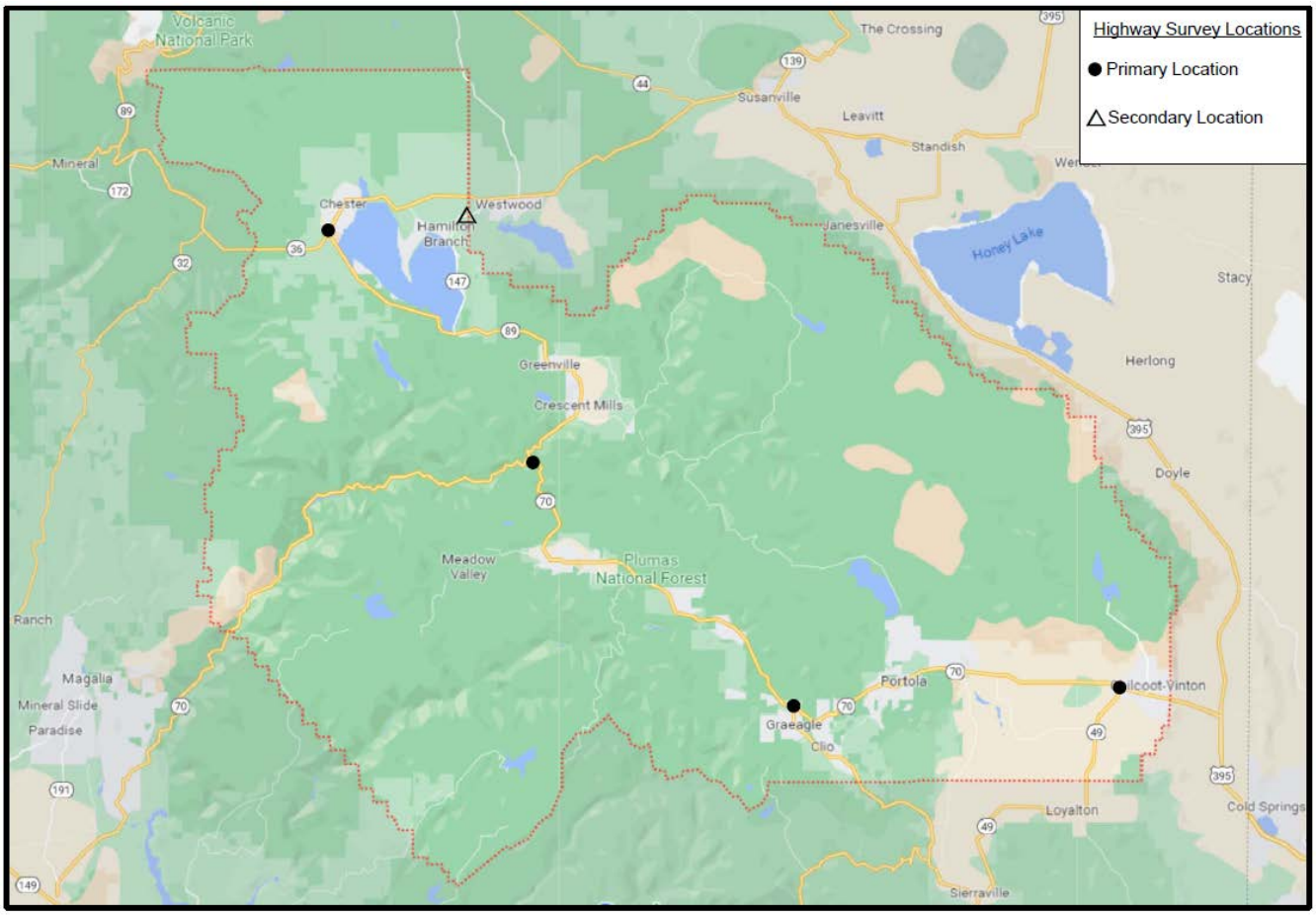
Highways: The traffic flow study on the highways will be performed by a placard survey of hazardous materials cargo carriers at key observation points.

These key observation points will generally be either at ingress and egress locations of the major highways within the County, as well as at key highway junctions. This will allow for detailed information to be collected concerning the directional flow of hazardous materials through the County. Tait will employ one person to complete the placard survey at each survey location. It is recommended that the surveys be no longer than 6 hours in duration and should be performed between the hours of 9:00 am and 3:00 pm, when movement along the highways is generally the most free flowing. These variables will be further refined during the kickoff meeting with PCEH.

For the CFS, Tait will perform placard surveys on the major highways at the following 5 locations:

- Highway 36 at Highway 89
- Highway 70 at Highway 89 (Indian Falls)
- Highway 70 at Highway 89 (Graeagle)
- Highway 70 at Highway 49
- Highway 147 at County Line

A map showing these 5 highway locations is shown below.



Other intersections/survey points may be designated for highway placard surveys by the PCEH; however, additional points may result in budget adjustments.

Relevant statistical analysis of the collected data shall include:

- Type of hazardous material or substance.
- Type of container/truck type – cryogenic, hopper, box, semi-trailer, tanker, etc.
- Identification of vehicle placards.
- Determination of flow patterns of hazardous materials.
- Prioritization of risk according to most dangerous substances being transported.
- Preparation of an alphabetical list of chemicals identified.
- Identification of the percentage of shipments according to DOT classifications of hazardous materials.
- Identification of the percentage of shipments according to specific commodities classifications.

Additional information concerning the transport of hazardous materials through the County may include additional sources. However, obtaining this information is generally labor intensive, and beyond the scope of the funded amount of this CFS. In the event that PCEH can provide Tait with the information, a general analysis of the data can be included in the report. The categories of these data are:

- Weight of each category in pounds or tons noted.
- Zip code of shipment origin and shipment destination.
- Review of shipping documents.
- Identify the volume shipped per ton-mile.
- Review existing data within the California Environmental Reporting System (CERS).
- Review traffic accident information concerning hazardous materials for PCEH.
- Designation of sensitive/sacred areas bordering the County.

Agriculture: Tait will review available pesticide/herbicide data from the County Agricultural Department as well as from the California Department of Pesticide Regulation. t

Upon completion of the field work program of the project, Tait will prepare a CFS report based on a data analysis of all field and other relevant data to the project. Data will be analyzed and presented by the use of comparative graphs, tables, and maps, and it will include an introduction, executive summary, methodology, regional overview, data collection, data analysis, and transportation data of hazardous materials.

Tait will prepare and initial draft CFS report for the PCEH for their review and comment. Tait will incorporate those comments into the CFS report and submit a second draft for PCEH review. Upon receipt of all comments from the second draft, Tait will prepare Final CFS report and submit to the PCEH by the submittal date requested by the County.

Exhibit B
Fee Schedule

Attachment B: Cost Proposal - Plumas County Commodity Flow Study

Task	Task Description	Units	Unit Type	Personnel	Unit Rate	Cost
A	Kick-off Meeting/Data Review	3	hours	Senior Geologist	195.00	$585.00
		2	hours	Project Scientist	140.00	$280.00
		1	hours	Administrative	75.00	$75.00
					Subtotal	**$940.00**
B	Travel/Accomodations-Senior Geologist/Scientist			Senior Geologist		$5,700.00
	Travel/Accomadations-Project Scientist			Project Scientist		$4,300.00
					Subtotal	**$10,000.00**
C	Field Surveys					
	1	8	hours	Project Scientist	140.00	$1,120.00
	2	8	hours	Project Scientist	140.00	$1,120.00
	3	8	hours	Senior Geologist	195.00	$1,560.00
	4	8	hours	Senior Geologist	195.00	$1,560.00
	5	8	hours	Project Scientist	140.00	$1,120.00
	6	8	hours	Senior Geologist	195.00	$1,560.00
					Subtotal	**$8,040.00**
D	Draft CFS	45	hours	Senior Geologist	195.00	$8,775.00
		8	hours	Project Scientist	140.00	$1,120.00
		3	hours	Administrative	75.00	$225.00
					Subtotal	**$10,120.00**
E	Final CFS	16	hours	Senior Geologist	195.00	$3,120.00
		4	hours	Project Scientist	140.00	$560.00
					Subtotal	**$3,680.00**
	TOTAL					**$32,780.00**

TAIT
RISING TO THE CHALLENGE

701 N. Parkcenter Drive, Santa Ana, CA 92705

p:714/560/8222 www.tait.com

TES22CA
Schedule of Rates

Tait Environmental Services, Inc. (TES)

Field Personnel	Hourly Rate	Classification
Construction Manager	$160.00	019
Foreman/Lead	$140.00	511
Service Technician 2	$125.00	512
Service Technician 1	$105.00	505, 041
Field Systems Auditor (Designated Operator)	$95.00	504
Laborer 2	$100,00	
Laborer 1	$80.00	035
Administrative Personnel		
Senior Project Manager	$175.00	090
Project Manager / Project Scientist	$140.00	091
Database Manager	$105.00	503
Health & Safety Manager	$150.00	510
Project Coordinator	$95.00	507
Administrative Assistant	$75.00	039
Professional Personnel		
Principal	$250.00	001
Senior Engineer/Geologist	$195.00	020
Senior Designer & Design Group Manager	$160.00	141
Designer	$105.00	004
Project Engineer/Geologist	$135.00	092
Environmental Scientist	$120.00	104
Researcher / Permit Expediter	$90.00	040
Environmental Technician	$90.00	121

The above listed rates are effective for Calendar Year 2022. All rates are subject to annual CPI increases on January 1st of each year.

The Above Labor Rates are Based on an 8-Hour Day.

- Time in Excess of 8 Hours will be Charged at 1.5 Times the Above-Stated Rate.
- Labor for Saturday Work will be Charged at 1.5 Times the Above-Stated Rate.
- Labor Rates for Sunday and Holiday (Nationally and Federally Recognized Holidays) will be Charged at 2 Times the Above-Stated Rate.
- Travel Time is charged at the same rate as On-site time.

Please see next page for Reimbursable Expenses

TAIT
RISING TO THE CHALLENGE
701 N. Parkcenter Drive, Santa Ana, CA 92705
p:714/560/8222 www.tait.com

TES22
Schedule of Rates,
Continued

Reimbursable Expenses	
Materials Furnished Specifically for Project	Cost + 15%
Equipment Rentals	Cost + 15%
Subcontractors & Subconsultants	Cost + 15%
Air Transportation	Ticket Cost + 15%
Mileage -Service Trucks, Cars and Light Pickup Trucks	$1.25 per mile Truck Charge - $90/day Trailer Charge - $45/day
Fuel Surcharge (when oil prices are high)	2% of project cost
Per Diem – Lodging & Meals	Lodging – Cost + 15% Meals (weekdays) – $60/day (weekends) – $75/day

PLUMAS COUNTY
FAIR
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **May 7, 2024**

SUBJECT: **Approve and authorize Fair Department to dispose of 4 (four) junk vehicles at the Fairgrounds; No General Fund Impact**

Recommendation:
To authorize the fairgrounds to dispose of 4 vehicles at a junkyard.

Background and Discussion:
Over the past several decades, the fairgrounds have accumulated these 4 vehicles which no longer run or have value. They have all been junked through the DMV and we ask that we can remove them from the fairgrounds to create space and reduce liability.

Action:

To authorize the fairgrounds to dispose of 4 vehicles at a junkyard.

Fiscal Impact:

None.

Attachments:
1. disposal of fair vehicles

#264

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)	☐ Transfer	☐ Sold	☒ Discarded
	☐ Donated	☐ Other _____	
Current Department Number	20190	New Department Number	
Current Department Name	FAIR	New Department Name	
Date Acquired		Date of Change	
Current Location of Asset	FAIRGROUNDS	New Location of Asset	
Total Asset Cost		Sold Amount	
Description of Asset	1998 GREEN FORD RANGER		
Serial Number	1FTZR15U4WPA37809		
Date Presented to the Board of Supervisors		Include copy of the BOS minutes	
Current Department Head Name (printed)	JOHN STEFFANIC		
Current Department Head (signature)			
New Department Head Name (printed)			
New Department Head (signature)			

Auditor Office Only			
Asset Number			
Asset Cost		Accumulated Depreciation	

CUSTOMER RECEIPT COPY

REG EXP: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	1998	1997	EC	32P	34	992626

BODY TYPE MODEL	MP	MC	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
PK	G	FD	2	C	03504	1FTZR15U4WPA37809

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
COMMERCIAL	04/05/24	32	04/05/24	0

PERM EXEMPT

PR EXP DATE: 12/31/1999

REGISTERED OWNER

PLUMAS COUNTY
204 FAIRGROUND RD

QUINCY
CA 95971

AMOUNT PAID
$NFEE

AMOUNT DUE
$ NONE

AMOUNT RECVD
CASH :
CHCK :
CRDT :

LIENHOLDER

JUNKED

L00 544 05 0000000 0044 CS L00 040524 34 992626 809

#256

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)	☐ Transfer	☐ Sold	☒ Discarded
	☐ Donated	☐ Other _____	
Current Department Number	20190	**New Department Number**	
Current Department Name	FAIR	**New Department Name**	
Date Acquired		**Date of Change**	
Current Location of Asset	FAIRGROUNDS	**New Location of Asset**	
Total Asset Cost		**Sold Amount**	
Description of Asset	1997 GOLD CHEVY PICK-UP		
Serial Number	1GCEK14M8VE215414		
Date Presented to the Board of Supervisors		**Include copy of the BOS minutes**	
Current Department Head Name (printed)	JOHN STEFFANIC		
Current Department Head (signature)			
New Department Head Name (printed)			
New Department Head (signature)			

Auditor Office Only			
Asset Number			
Asset Cost		Accumulated Depreciation	

CUSTOMER RECEIPT COPY

REG EXP: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
CHEV	1997	1997	EY	32P	34	051492

BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
PK	G	FD	2	D	04464	1GCEK14M8VE215414

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
COMMERCIAL	04/05/24	32	04/05/24	0

PERM EXEMPT

PR EXP DATE: 12/31/1999

REGISTERED OWNER

PLUMAS COUNTY
204 FAIRGROUND RD

QUINCY
CA 95971

AMOUNT PAID
$NFEE

AMOUNT DUE
$ NONE

AMOUNT RECVD
CASH :
CHCK :
CRDT :

LIENHOLDER

JUNKED

L00 544 05 0000000 0045 CS L00 040524 34 051492 414

#265

PLUMAS COUNTY AUDITOR - CONTROLLER
FIXED ASSET
CHANGE FORM

Reason for Change (Check one)	☐ Transfer	☐ Sold	☒ Discarded
	☐ Donated	☐ Other _____	
Current Department Number	20190	New Department Number	
Current Department Name	FAIR	New Department Name	
Date Acquired		Date of Change	
Current Location of Asset	FAIRGROUNDS	New Location of Asset	
Total Asset Cost		Sold Amount	
Description of Asset	1996 WHITE JEEP CHEROKEE		
Serial Number	1FTZR15U4WPA37809		
Date Presented to the Board of Supervisors		Include copy of the BOS minutes	
Current Department Head Name (printed)	JOHN STEFFANIC		
Current Department Head (signature)			
New Department Head Name (printed)			
New Department Head (signature)			

Auditor Office Only			
Asset Number			
Asset Cost		Accumulated Depreciation	

CUSTOMER RECEIPT COPY

REG EXP: 12/31/2099

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
JEEP	1996	1996	EF	12S	14	051453

BODY TYPE MODEL	MP	MO	VEHICLE ID NUMBER
SW	G	FD	1J4FJ28SXTL325745

TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC
AUTOMOBILE	04/02/24	32	04/02/24	0

PERM EXEMPT

PR EXP DATE: 12/31/1999

REGISTERED OWNER

PLUMAS COUNTY
520 MAIN ST
204 FAIRGROUND RD

QUINCY
CA 95971

AMOUNT PAID
$NFEE

AMOUNT DUE
$ NONE

AMOUNT RECVD
CASH :
CHCK :
CRDT :

LIENHOLDER

JUNKED

L00 544 05 0000000 0044 CS L00 040224 14 051453 745

COPY

PLUMAS COUNTY AUDITOR-CONTROLLER
FIXED ASSET CHANGE FORM

PLEASE CHECK ONE

TRANSFER ☐ SOLD ☐

OTHER ☒ PLEASE EXPLAIN Salvage - Delete

ASSET #

FUND# 0005

DEPARTMENT # 20190

DATE OF PURCHASE

COST

DESCRIPTION 1972 Ford Water Truck

VIN # 1FTDF15F5CRA33389

SERIAL/MODEL#

SOLD AMOUNT & DEPOSIT #

LOCATION

NEW LOCATION/SOLD TO Scrap

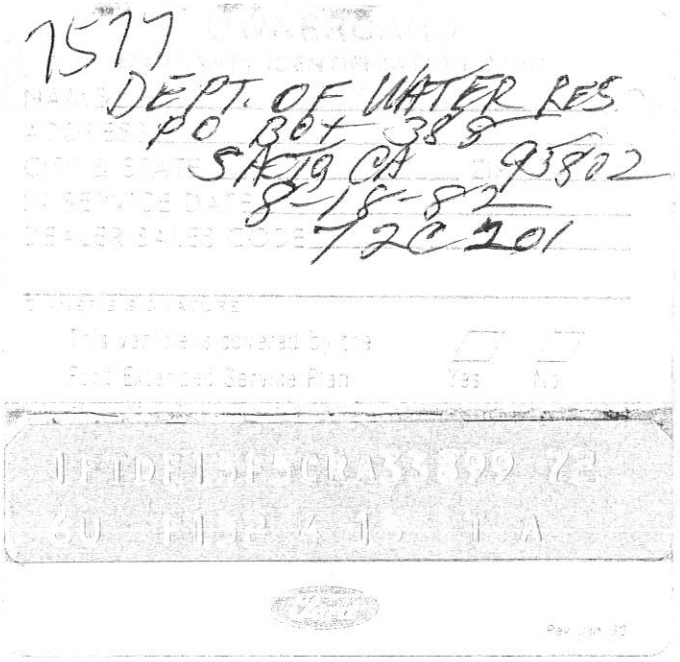
DATE DISPOSED/SOLD/TRANSFERRED

AUTHORIZED BY
DEPARTMENT HEAD

GONE

APPROVED BY
PURCHASING AGENT

RECEIVED
FEB 21 20[illegible]


7577
DEPT. OF WATER RES
PO BOX 388
SACTO CA 95802
8-18-82
72C201

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Fair Department to recruit and fill 10 extra-help positions; No General Fund Impact; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.**

Recommendation:
Approve and authorize Fair Department to recruit and fill 10 extra-help positions; No General Fund Impact; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

Background and Discussion:
The Fair has traditionally hired Extra Help to assist with maintenance, event management, janitorial duties, and landscaping. The number of Extra Help employees can range from three to seven individuals, mainly depending on finding qualified help. The funding for anyone hired this fiscal year is already budgeted in the current budget. Appropriate funding for Extra Help in next year's budget will be requested as usual.

Action:

Approve exemption of the 30 day, 29 hour week limit for Seasonal Extra Help during Fair time and adjacent months. Approve Human Resources to recruit and fill.

Fiscal Impact:

No general fund impact.

Attachments:
None

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to provide specialty mental health services to Medi-Cal eligible school-year-age children and youth; effective July 1,2023; Medi-Cal reimbursable program; (No General Fund Impact) approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to provide specialty mental health services to Medi-Cal eligible school-year-age children and youth; effective July 1,2023; Medi-Cal reimbursable program; (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:
Plumas County Behavioral Health staff will assess students in each community. The Behavioral Health Utilization Review team will identify the Medi-Cal beneficiaries as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that PUSD will provide mild to moderate school-based mental health services to school-aged children and youth. Services deemed eligible for Medi-Cal reimbursement payment must be approved by the Behavioral Health Utilization Review team.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to provide specialty mental health services to Medi-Cal eligible school age children and youth;

Fiscal Impact:

Medi-Cal reimbursable program; No General Fund Impact

Attachments:
1. 24-146 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Unified School District and Plumas Office of Education**, a political subdivision of the State of California **(**hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Term. The term of this Agreement commences July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement

with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, LMFT- Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

William Roderick Superintendent of Schools
Plumas County Office of Education and Plumas County Unified School District
50 Church Street
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid

and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is incorporated by this reference and made to protect this agreement.

31. Attachments Exhibits C-D provides additional provisions.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:
Plumas Unified School District, a political subdivision of the State of California

By:_____
Name: William Roderick
Title: Superintendent of Schools
Date signed:

By:_____Nam
e: Dave Keller
Title: President, Governing Board of Trustees
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
_
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

APPROVED AS TO CONTENT:

_____
_
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

Attest:

_____
Name: Allen Hiskey
Title: Clerk Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and **Plumas Unified School District and Plumas Office of Education**, a political subdivision of the State of California **(**hereinafter referred to as "Contractor") referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses**. BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under

this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use, or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE’s responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) for purposes of determining BA’s compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning

that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide

for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name: William Roderick
Title: Behavioral Health Director	Title: Superintendent of Schools
Address: 270 County Hospital Road, Suite 109	Address: 50 Church Street
Quincy, California 95971	Quincy, California 95971
Signed:	Signed:
Date:	Date:

EXHIBIT A

SCOPE OF WORK

School-Based Mental Health Therapeutic Services

1. INTRODUCTION

As an organizational provider agency, Contractor shall provide administrative and direct program services to County's Medi-Cal clients as defined in Title 9, Division 1, Chapter 11 of the California Code of Regulations. For clients under the age of 21, the Contractor shall provide all medically necessary specialty mental health services required pursuant to Section 1396d(r) of Title 42 of the United States Code (Welfare & Inst. Code 14184.402 (d)).

Contractor has the option to deliver services using evidence-based program models. Contractor shall provide said services in Contractor's program(s) as described herein; and utilizing locations as described herein.

2. TARGET POPULATION

County-referred Plumas County Medi-Cal beneficiaries. These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that PUSD will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

The County will require periodic review for continued service authorization through the Utilization Review (UR) process.

3. SERVICES TO BE PROVIDED

Contractor shall provide the following medically necessary covered specialty mental health services, as defined in the DHCS Billing Manual available at https://www.dhcs.ca.gov/provgovpart/Documents/Billing-Manual-v-1-1-June-2022.pdf, or subsequent updates to this billing manual to clients who meet access criteria for receiving specialty mental health services.

Contractor shall observe and comply with all lockout and non-reimbursable service rules, as specified in the DHCS Billing Manual.

Contractor to provide Wraparound services that include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment

planning, targeted case management, and access and utilization of formal and informal supports and referrals). Provide individual and group services specific to each client's unique needs, including but not limited to:

1. Feedback Informed Treatment (FIT)
2. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
3. Dialectical Behavioral Therapy (DBT)
4. Substance Use Disorder support and intervention
5. Motivational Interviewing (MI)
6. Seeking Safety

4. REFERRAL AND INTAKE PROCESS

Contractor shall follow the referral and intake process as specified herein. County will identify appropriate beneficiaries that are a good fit for the contractors service and make referral to their program using the designated referral form. Contractor will review referral information and provide the county with a decision within 5 business
days of receipt of referral. If denied, contractor will provide reasoning in writing to the County.

5. PROGRAM DESIGN
Contractor shall maintain programmatic services as described herein.
Purpose is to Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program for elementary, junior high, and high school students enrolled at Plumas Unified School District, who don't respond to Tier I and Tier II PBIS interventions and supports. The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services

6. Multi-Tiered Systems of Support and Deliverables

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.

Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Unified School District for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III support provided by PUSD include IEP evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow PUSD to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. PUSD Early Intervention support also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide PBIS Tier I and Tier II infrastructure practice with fidelity in all communities within the district.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance)
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care.

Measurable outcomes:

- PUSD will improve timely access to services for the underserved population of school children and youth. Site-based intervention teams meet once to four times monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services.
- PUSD will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams to monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. The productivity standard is set at 50% due to other prevention and referral related tasks.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

Service Locations

Services rendered pursuant to this agreement shall be at the following location(s).

Plumas Unified School District
50 Church Street
Quincy CA 95971

Chester Elementary School
158 Aspen Street
Chester, CA 96020

Chester Junior/Senior High School
612 First Street,
Chester, CA 96020

Greenville Elementary School
225 Grand Street
Greenville, CA 95947

Greenville Junior/Senior High School
117 Grand Street
Greenville, CA 95947

Quincy Elementary School
175 N. Mill Creek Road, Quincy, CA 95971
246 Alder Street, Quincy, CA 95971

Quincy Junior/Senior High School
6 Quincy Junction Road
Quincy, CA 95971

C. Roy Carmichael Elementary School
895 West Street
Portola, CA 96122

Portola Junior/Senior High School
155 Sixth Avenue
Portola, CA 96122

7. MONITORING

Track and report annually or as noted on the following:

A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is and evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.

B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.

C. Bi-Annual completion of: State Consumer Perception Survey.

D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. PUSD will be held to the documentation standards that are expected by the Department of Healthcare Services.

8. MEDI-CAL CERTIFICATION AND GOALS:

A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.

B. Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

9. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

A. 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

B. 1810.204. Assessment "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

C. 1810.206. Collateral "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

D. 1810.232. Plan Development "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

E. 1810.250. Therapy “Therapy” means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B

FEE SCHEDULE

Federal Financial Participation (FFP) will be reimbursed to the department for Medi-Cal billable direct services based on the approved Plumas County Behavioral Health Medi-Cal Fee Schedule. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by county or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by county, state, or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, county agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.
Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

PROGRESS NOTES Contractor shall create progress notes for the provision of all specialty mental health services, SMHS, services provided under this Agreement.
Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.
Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

The purpose of this global budgeting template is to calculate practitioner rates per 15 minute CPT/HCPC codes based on an organization's outpatient direct services and service levels. These rates represent the formula the county would use to reimburse contractors for CPT/HCPC **approved** services.

MHRS - Mental Health Rehabilitation Specialist
LPHA - Includes MFT, LCSW, LPCC (interned or waivered)

Crisis Intervention Service, per 15 Minutes	H2011	56.25	69.75
Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	90847	187.5	232.5
Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	90853	56.25	69.75
Interactive Complexity	90785		
Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	90887	56.25	69.75
Mental Health Assessment by Non- Physician, 15 Minutes	H0031	56.25	69.75
Mental Health Service Plan Developed by Non-Physician, 15 Minutes	H0032	56.26	69.75
Multiple-Family Group Psychotherapy, 15 Minutes	90849	56.26	69.75
Psychosocial Rehabilitation, per 15 Minutes	H2017	56.26	69.75
Psychotherapy for Crisis, Each Additional 30 Minutes	90840	112.5	139.5
Psychotherapy for Crisis, First 30-74 Minutes 84	90839	225	279
Psychotherapy, 30 Minutes with Patient	90832	112.5	139.5
Psychotherapy, 45 Minutes with Patient	90834	168.8	209.25
Psychotherapy, 60 Minutes with Patient	90837	225	279
Sign Language or Oral Interpretive Services, 15 Minutes	T1013	56.25	69.75
Targeted Case Management, Each 15 Minutes	T1017	56.25	69.75
Interdisciplinary Team Meeting (client/family not present)	99368		
Interdisciplinary Team Meeting (client/family present)	99366		

EXHIBIT C

Provisions of mandated services for Medi-Cal beneficiaries and Specialty Mental Health Services

Articles1-14

County Department	Behavioral Health
County Contract Representative	Che Shannon Cshannon@pcbh.services
County Telephone Number	530-283-6307
Contractor	Plumas Unified School District/Plumas County Office of Education
Contractor Legal Entity Number	02032
Contractor Representative	Mallory Marin
Contractor Phone	530-283-6500
Contract Term	7/1/2023-6/30/2024
Contract Maximum Amount	Medi-Cal reimburse
Contract Number	PCBH2324PUSD

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Article 1. DEFINITIONS

BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)
"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

BENEFICIARY OR CLIENT
"Beneficiary" or "client" mean the individual(s) receiving services.

DHCS
DHCS" means the California Department of Health Care Services.

DIRECTOR
"Director" means the Director of the County Behavioral Health Department, unless otherwise specified.

Article 2. GENERAL PROVISIONS

TERM
This Agreement shall govern the period beginning 7/1/2023 and ending on 6/30/2024, inclusive, unless terminated earlier pursuant to Article 2, Paragraph 8 of this Agreement. To be reviewed and renewed annually.

SCOPE OF WORK
Contractor shall provide the services set forth in Exhibit A, "SCOPE OF WORK."

COMPENSATION
This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County or state or federal funding sources that may in any way affect the fiscal provisions of, or funding for this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state, or federal funding sources for the term of the Agreement. If the federal or state governments reduce financial participation in the Medi-Cal program, County agrees to meet with Contractor to discuss renegotiating the services required by this Agreement.
Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years.

NOTICE TO PARTIES
Unless otherwise specified, all notices to be given by either Party shall be in writing, by U.S. mail and electronic mail, and addressed as follows:
Notices to County:

Plumas County Behavioral Health
270 County Hospital Rd, suite 109
Quincy, CA 95971
ATTN: Sharon Sousa
ssousa@pcbh.serivces

Notices to Contractor:
Plumas Unified School District,
50 Church Street
Quincy, CA 95971
ATTN: William Broderick

Contractor shall notify County in writing of any change in organizational name, Head of Service or principal business at least 15 business days in advance of the change.

Contractor shall notify County of a change of service location at least six months in advance to allow County sufficient time to comply with site certification requirements. Said notice shall become part of this Agreement upon acknowledgment in writing by the County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.

INDEPENDENT CONTRACTOR
Contractor understands and agrees that the services performed hereunder by its officers, agents, employees, or contracting persons or entities are performed in an independent capacity and not in the capacity of officers, agents, or employees of the County for any purpose, including workers' compensation, tax withholding, and employee benefits. Contractor shall determine the method and manner of performing its duties under this Agreement, and County may monitor the work performed by Contractor.
Contractor shall provide all personnel, supplies, and operating expenses of any kind required for the performance of this Agreement.

SUBCONTRACTS
Contractor shall obtain prior written approval from the Director before subcontracting any of its obligations to provide services under this Agreement. Approval is at the discretion of the Director but shall not be unreasonably withheld. Contractor shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and

confidentiality requirements set forth herein, and include the applicable provisions of 42 C.F.R. 438.230.
Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SMHS provided by third parties under subcontracts, whether approved by the County or not.

MODIFICATION AND AMENDMENT
Except as specifically provided, this Agreement may only be modified or amended in writing signed by both Parties.

TERMINATION
This Agreement may be terminated at any time by the mutual written concurrence of both Parties.
In addition to any other remedies it may have, either Party may terminate this Agreement for cause in the event the other Party fails to performs its obligations under this Agreement in a timely and proper manner or violates any local, state or federal law, regulation, or standard applicable to its performance under the Agreement, provided the defaulting Party fails to cure the breach within five days of receiving written notice of the non-defaulting Party's intent to terminate. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.
Either Party may terminate this Agreement without cause by providing at least 30 days' advance written notice of the effective date of termination.
In the event this Agreement is terminated, Contractor shall be entitled to compensation for all SMHS satisfactorily provided pursuant to the terms and conditions of this Agreement through and including the effective date of termination. This provision shall not limit or reduce any damages owed to the County due to a breach of this Agreement by Contractor.

INTERPRETATION; VENUE
The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings.
This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
This Agreement is made in Plumas County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Plumas. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California.

ENTIRE AGREEMENT
This Agreement, including all schedules, addenda, exhibits and attachments, contains the entire understanding of the Parties in regard to Contractor's provision of the services specified in Exhibit A ("Scope of Work") and supersedes all prior representations in regard to the same subject matter, whether written or oral.

SEVERABILITY
If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

AUTHORITY TO CONTRACT
County and Contractor warrant that they are legally permitted and otherwise have the authority to enter into this Agreement, the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective entities, and that any action necessary to bind each Party has been taken prior to execution of this Agreement.

CONFORMITY WITH STATE AND FEDERAL LAWS AND REGULATIONS
Contractor shall provide services in conformance with all applicable state and federal statutes, regulations and sub regulatory guidance, as from time to time amended, including but not limited to:
California Code of Regulations, Title 9;
California Code of Regulations, Title 22;
California Welfare and Institutions Code, Division 5;
United States Code of Federal Regulations, Title 42, including but not limited to Parts 438 and 455;
United States Code of Federal Regulations, Title 45;
United States Code, Title 42 (The Public Health and Welfare), as applicable;
Balanced Budget Act of 1997;
Health Insurance Portability and Accountability Act (HIPAA); and
Applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's, state or federal contracts governing client services.
In the event any law, regulation, or guidance referred to in subsection (A), above, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

Article 3. SERVICES AND ACCESS PROVISIONS

CERTIFICATION OF ELIGIBILITY
Contractor will, in cooperation with County, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS under Medi-Cal.

ACCESS TO SPECIALTY MENTAL HEALTH SERVICES
In collaboration with the County, Contractor will work to ensure that individuals to whom the Contractor provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

For enrolled clients under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (I) or (II) below. If a client under age 21 meets the criteria as described in (I) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (II) below.
The client has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by DHCS, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.
The client has at least one of the following:
A significant impairment
A reasonable probability of significant deterioration in an important area of life functioning
A reasonable probability of not progressing developmentally as appropriate.
A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.
AND the client's condition as described in subparagraph (II a-d) above is due to one of the following:
e. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).
f. A suspected mental health disorder that has not yet been diagnosed.
g. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.
For clients 21 years of age or older, Contractor shall provide covered SMHS for clients who meet both of the following criteria, (I) and (II) below:
The client has one or both of the following:
Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
A reasonable probability of significant deterioration in an important area of life functioning.
The client's condition as described in paragraph (I) is due to either of the following:
A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.
A suspected mental disorder that has not yet been diagnosed.

ADDITIONAL CLARIFICATIONS
Criteria
A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the County for reimbursement under any of the following circumstances:
The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
The service was not included in an individual treatment plan; or
The client had a co-occurring substance use disorder.
Diagnosis Not a Prerequisite

Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

MEDICAL NECESSITY

Contractor will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

COORDINATION OF CARE

Contractor shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

Contractor shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

Contractor shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

To facilitate care coordination, Contractor will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

CO-OCCURRING TREATMENT AND NO WRONG DOOR

Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

Under this Agreement, Contractor will ensure that clients receive timely mental health services without delay. Services are reimbursable to Contractor by County even when: Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.
If Contractor is serving a client receiving both SMHS and NSMHS, Contractor holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

Article 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS
SERVICE AUTHORIZATION

Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy.
Contractor shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by County guidance.
Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.
County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.
Contractor shall alert County when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

DOCUMENTATION REQUIREMENTS
Contractor will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and County requirements.
All Contractor documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. Contractor shall document travel and documentation time for each service separately from face-to-face time and provide this information to County upon request. Services must be identified as provided in-person, by telephone, or by telehealth.
All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

ASSESSMENT
Contractor shall ensure that all client medical records include an assessment of each client's need for mental health services.
Contractor will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in

DHCS MHSUDS INs 17-052 and 18-048.
The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of County; however, Contractor's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.
ICD-10
Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.
Once a DSM diagnosis is determined, the Contractor shall determine the corresponding mental health diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from County. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by CMS.

PROBLEM LIST
Contractor will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk

factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

Contractor must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.
A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.
The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.
County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

TREATMENT AND CARE PLANS
Contractor is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

PROGRESS NOTES
Contractor shall create progress notes for the provision of all SMHS services provided under this Agreement.
Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.
Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.
Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

TRANSITION OF CARE TOOL
Contractor shall use a Transition of Care Tool for any clients whose existing services will be transferred from Contractor to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by Contractor, as specified in BHIN 22-065, in order to ensure continuity of care. Determinations to transition care or add services from an MCP shall be made in alignment with County policies and via a client-centered, shared decision-making process.
Contractor may directly use the DHCS-provided Transition of Care Tool, found at https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the County.
Contractor may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

TELEHEALTH
Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:
https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.
All telehealth equipment and service locations must ensure that client confidentiality is maintained.
Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to

initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.
County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

Article 5. CHART AUDITING AND REASONS FOR RECOUPMENT MAINTENANCE OF RECORDS

Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

ACCESS TO RECORDS
Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

FEDERAL, STATE AND COUNTY AUDITS
In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

INTERNAL AUDITING
Contractors of sufficient size as determined by County shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.
Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

CONFIDENTIALITY IN AUDIT PROCESS

Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

REASONS FOR RECOUPMENT
County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
Identification of Fraud, Waste or Abuse as defined in federal regulation
Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
Overpayment of Contractor by County due to errors in claiming or documentation.
Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.
Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

COOPERATION WITH AUDITS
Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

Article 6. CLIENT PROTECTIONS

GRIEVANCES, APPEALS AND NOTICES OF ADVERSE BENEFIT DETERMINATION

All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
Contractor must provide clients any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.

Advanced Directives
Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).

Continuity of Care
Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)
Article 7. PROGRAM INTEGRITY

GENERAL
As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

Contractor must follow the uniform process for credentialing and recredentialing of service providers established by County, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

Upon request, the Contractor must demonstrate to the County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

Contractor shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

A history of loss of license or felony convictions;

A history of loss or limitation of privileges or disciplinary activity;

A lack of present illegal drug use; and

The application's accuracy and completeness

Contractor must file and keep track of attestation statements for all of their providers and must make those available to the County upon request at any time.

Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all of their rendering providers are credentialed as per established guidelines.

Contractor is required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per the County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

SCREENING AND ENROLLMENT REQUIREMENTS

County shall ensure that all Contractor providers are enrolled with the State as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. Part 455, subparts B and E. (42 C.F.R. § 438.608(b))

County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor of up to 120 days but shall terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients. (42 C.F.R. § 438.602(b)(2))

Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and 42 C.F.R. § 455.434(a). Contractor shall provide evidence of completed consents

when requested by the County, DHCS or the US Department of Health & Human Services (US DHHS).

COMPLIANCE PROGRAM, INCLUDING FRAUD PREVENTION AND OVERPAYMENTS

Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:

Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.

A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

Effective lines of communication between the Compliance Officer and the organization's employees.

Enforcement of standards through well-publicized disciplinary guidelines.

The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.

The requirement for prompt reporting and repayment of any overpayments identified.

Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:

Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),

All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),

Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).

Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).

Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
INTEGRITY DISCLOSURES
Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and within 35 days of any change in ownership or controlling interest of Contractor. (42 C.F.R. §§ 455.104, 455.105, and 455.106.)
Upon the execution of this Contract, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to the County within 35 days of the change. (42 C.F.R. § 455.104.)
Contractor must disclose the following information as requested in the Provider Disclosure Statement:
Disclosure of 5% or More Ownership Interest:
In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security number must be disclosed.
In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.
For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.
For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Contract. (42 C.F.R. § 455.434)
Disclosures Related to Business Transactions:
The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. (42 C.F.R. § 455.105(b).)
Disclosures Related to Persons Convicted of Crimes:
The identity of any person who has an ownership or control interest in the provider or is an agent or managing employee of the provider who has been convicted of a criminal offense related to that person’s involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. (42 C.F.R. § 455.106.)

County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.
Contractor must provide disclosure upon execution of Contract, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an agreement or terminate an existing agreement with Contractor if Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if Contractor did not fully and accurately make the disclosure as required.
Contractor must provide the County with written disclosure of any prohibited affiliations under 42 C.F.R. § 438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610.
CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTH CARE PROGRAM
Prior to the effective date of this Contract, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Contract.
Contractor shall certify, prior to the execution of the Contract, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:
www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
www.sam.gov/portal/SAM - GSA Exclusions Extract
www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List
https://nppes.cms.hhs.gov/#/ - National Plan and Provider Enumeration System (NPPES)
any other database required by DHCS or DHHS.
Contractor shall certify, prior to the execution of the Contract, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by the County, DHCS or the US DHHS.
https://www.ssdmf.com/ - Social Security Death Master File
Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.
Contractor shall screen and periodically revalidate all network providers in accordance with the requirements of 42 C.F.R., Part 455, Subparts B and E.
Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File,

NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of 42 C.F.R. § 455.436.
If Contractor finds a provider that is Excluded, it must promptly notify the County as per 42 C.F.R. § 438.608(a)(2), (4). The Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

Article 8. QUALITY IMPROVEMENT PROGRAM
QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.
Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
Surveying client/family satisfaction with the Contractor's services at least annually.
Evaluating client grievances, appeals and State Hearings at least annually.
Evaluating requests to change persons providing services at least annually.
Informing the County and clients of the results of client/family satisfaction activities.
Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.
Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes.
Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

NETWORK ADEQUACY

The Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. (42 C.F.R. §438.206 (a), (c)).
Contractor shall submit, when requested by County and in a manner and format determined by the County, network adequacy certification information to the County, utilizing a provided template or other designated format.
Contractor shall submit updated network adequacy information to the County any time there has been a significant change that would affect the adequacy and capacity of services.
To the extent possible and appropriately consistent with CCR, Title 9, §1830.225 and 42 C.F.R. §438.3 (l), the Contractor shall provide a client the ability to choose the person providing services to them.

TIMELY ACCESS

Contractor shall comply with the requirements set forth in CCR, Title 9, § 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of need for services. The County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.
Timely access standards include:
Contractor must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the provider offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Agreement or another County.
Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to the County on a monthly basis in a format specified by the County. Appointments' data should be submitted to the County's Quality Management Department or other designated persons.
Urgent care appointments for services that do not require prior authorization must be provided to clients within 48 hours of a request. Urgent appointments for services that do require prior authorization must be provided to clients within 96 hours of request.
Non-urgent non-psychiatry mental health services, including, but not limited to Assessment, Targeted Case Management, and Individual and Group Therapy appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 10 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service. Non-urgent psychiatry appointments (for both adult and children/youth) must be made available to Medi-Cal clients within 15 business days from the date the client or a provider acting on behalf of the client, requests an appointment for a medically necessary service.

Applicable appointment time standards may be extended if the referring or treating provider has determined and noted in the client's record that a longer waiting period will not have a detrimental impact on the health of the client.
Periodic office visits to monitor and treat mental health conditions may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed mental health provider acting within the scope of his or her practice.

PRACTICE GUIDELINES
Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements:
They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;
They consider the needs of the clients;
They are adopted in consultation with contracting health care professionals; and
They are reviewed and updated periodically as appropriate (42 C.F.R.§ 438.236(b) and CCR, Title 9, Section 1810.326).
Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients (42 C.F.R. § 438.236(c)).

PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.
PHYSICIAN INCENTIVE PLAN
If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to the County which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).
REPORTING UNUSUAL OCCURRENCES
Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.
Unusual occurrences are to be reported to the County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:
Complete written description of event including outcome;
Written report of Contractor's investigation and conclusions;

List of persons directly involved and/or with direct knowledge of the event.
County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

Article 9. FINANCIAL TERMS
CLAIMING

Contractor shall enter claims data into the County's billing and transactional database system within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, as from time to time amended.
Claims shall be complete and accurate and must include all required information regarding the claimed services.
Contractor shall maximize the Federal Financial Participation (FFP) reimbursement by claiming all eligible Medi-Cal services and correcting denied services for resubmission in a timely manner as needed.
INVOICING
Contractor shall invoice County for services monthly, in arrears, in the format directed by County. Invoices shall be based on claims entered into the County's billing and transactional database system for the prior month.
Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
Monthly payments for claimed services shall be based on the units of time assigned to each CPT or HCPCS code entered in the County's billing and transactional database multiplied by the service rates in Exhibit B-2.
County's payments to Contractor for performance of claimed services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 5, Section 6.
ADDITIONAL FINANCIAL REQUIREMENTS
County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.
Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS [IF APPLICABLE]
Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.
FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES
If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

Article 10. ADDITIONAL FINAL RULE PROVISIONS
NON-DISCRIMINATION

Contractor shall not discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet medical necessity criteria for SMHS in the provision of SMHS because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 C.F.R. § 438.3(d)(3) and (4), BHIN 22-060 Enclosure 4 and state law.
Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.
PHYSICAL ACCESSIBILITY
In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical

access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.
APPLICABLE FEES
Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.
Contractor will perform eligibility and financial determinations, in accordance DHCS' Uniform Method of Determining Ability to Pay (UMDAP), for all clients unless directed otherwise by the Director.
Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any specialty mental health or related administrative services provided under this Contract, except to collect other health insurance coverage, share of cost, and co-payments (Cal. Code Regs., tit. 9, §1810.365(c).
The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in 42 C.F.R. § 438.106.
CULTURAL COMPETENCE
All services, policies and procedures must be culturally and linguistically appropriate. Contractor must participate in the implementation of the most recent Cultural Competency Plan for the County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all clients, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.
CLIENT INFORMING MATERIALS
Basic Information Requirements
Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. (42 C.F.R. § 438.10(c)(1)) Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with 42 C.F.R. § 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.
Contractor shall provide the required information in this section to each client receiving SMHS under this Agreement and upon request. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26., attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e).)
Contractor shall utilize the County's website that provides the content required in this section and 42 C.F.R. § 438.10 and complies with all requirements regarding the same set forth 42 C.F.R. § 438.10.
Contractor shall use DHCS/County developed beneficiary handbook and client notices. (42 C.F.R. §§ 438.10(c)(4)(ii), 438.62(b)(3))
Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:
The format is readily accessible;
The information is placed in a location on the Contractor's website that is prominent and readily accessible;

The information is provided in an electronic form which can be electronically retained and printed;
The information is consistent with the content and language requirements of this agreement;
The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6).)
Language and Format
Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 C.F.R. 438.10(d)(6)(ii))
Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.
Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial and termination notices, and the Contractor's mental health education materials, available in the prevalent non-English languages in the county. (42 C.F.R. § 438.10(d)(3))
Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Welfare & Inst. Code § 14727(a)(1); Cal. Code Regs. tit. 9 § 1810.410, subd. (e), para. (4))
Contractor shall make auxiliary aids and services available upon request and free of charge to each client. (42 C.F.R. § 438.10(d)(3)- (4))
Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 C.F.R. § 438.10(d)(2), (4)-(5).
Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.
Beneficiary Informing Materials
Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SMHS from Contractor. Beneficiary informing materials include but are not limited to:
Guide to Medi-Cal Mental Health Services
County Beneficiary Handbook (BHIN 22-060)
Provider Directory
Advance Health Care Directive Form (required for adult clients only)
Notice of Language Assistance Services available upon request at no cost to the client
Language Taglines
Grievance/Appeal Process and Form
Notice of Privacy Practices
Early & Periodic Screening, Diagnostic and Treatment (EPSDT) poster (if serving clients under the age of 21)
Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.
Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

Required informing materials must be electronically available on Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

Informing materials will be considered provided to the client if Contractor does one or more of the following:

Mails a printed copy of the information to the client's mailing address before the client first receives a specialty mental health service;

Mails a printed copy of the information upon the client's request to the client's mailing address;

Provides the information by email after obtaining the client's agreement to receive the information by email;

Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If Contractor provides informing materials in person, when the client first receives specialty mental health services, the date and method of delivery shall be documented in the client's file.

Provider Directory

Contractor must follow the County's provider directory policy, in compliance with MHSUDS IN 18-020.

Contractor must make available to clients, in paper form upon request and electronic form, specified information about the county provider network as per 42 C.F.R. § 438.10(h). The most current provider directory is electronically available on the County website and is updated by the County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in 42 C.F.R. § 438.10(h)(3)(i).

Any changes to information published in the provider directory must be reported to the County within two weeks of the change.

Contractor will only need to report changes/updates to the provider directory for licensed, waivered, or registered mental health providers.

Article 11. DATA, PRIVACY AND SECURITY REQUIREMENTS CONFIDENTIALITY AND SECURE COMMUNICATIONS

Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.

Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.
Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of the County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.
Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
ELECTRONIC PRIVACY AND SECURITY
Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.
Contractor shall institute compliant password management policies and procedures, which shall include but not be limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.
Any Electronic Health Records (EHRs) maintained by Contractor that contain PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractors that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.
Contractor entering data into any county electronic systems shall ensure that staff are trained to enter and maintain data within this system.
BUSINESS ASSOCIATE AGREEMENT (BAA)
Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of the County and shall comply with the applicable provisions set forth in the HIPAA BAA, which must be signed and attached as an exhibit to this agreement.
Contractor shall follow all requirements listed within the BAA and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold the County harmless for any breaches or violations.

Article 12. CLIENT RIGHTS

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

Article 13. RIGHT TO MONITOR

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items as requested, and shall

have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by the Contractor in any auditing or monitoring conducted, according to this agreement.
Contractor shall make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by County, the State of California or any subdivision or appointee thereof, CMS, U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized federal and state agencies. This audit right will exist for at least ten years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later (42 CFR §438.230(c)(3)(I)-(ii)).
The County, DHCS, CMS, or the HHS Office of Inspector General may inspect, evaluate, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the Contractor's place of business, premises, or physical facilities (42 CFR §438.230(c)(3)(iv)).
Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.
County reserves the right to place Contractor on probationary status, as referenced in the Probationary Status Article, should Contractor fail to meet performance requirements; including, but not limited to violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations, and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.
Contractor shall retain all records and documents originated or prepared pursuant to Contractor's performance under this Contract, including client grievance and appeal records, and the data, information and documentation specified in 42 C.F.R. parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten years from the term end date of this Agreement or until such time as the matter under audit or investigation has been resolved. Records and documents include but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement including working papers, reports, financial records and documents of account, client records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.
Contractor shall maintain all records and management books pertaining to service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Records should include, but not be limited to, monthly summary sheets, sign-in sheets, and other primary

source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter 11, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.
Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.
Contractor shall comply with Medical Records/Protected Health Information Article regarding relinquishing or maintaining medical records.
Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten years from the date of final payment, the final date of the contract period, final settlement, or until audit findings are resolved, whichever is later.
Contractor shall submit audited financial reports on an annual basis to the County. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards.
In the event the Agreement is terminated, ends its designated term or Contractor ceases operation of its business, Contractor shall deliver or make available to County all financial records that may have been accumulated by Contractor or subcontractor under this Agreement, whether completed, partially completed or in progress within seven calendar days of said termination/end date.
Contractor shall provide all reasonable facilities and assistance for the safety and convenience of the County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner that will not unduly delay the work of Contractor.
County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when the County or DHCS determines Contractor has not performed satisfactorily.

Article 14. SITE INSPECTION

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

IN WITNESS WHEREOF, the Board of Supervisors of County has caused this Agreement to be subscribed by the Clerk thereof, and Contractor has caused this Agreement to be subscribed on its behalf by its duly authorized officers, the day, month, and year first above written.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

COVERED ENTITY	BUSINESS ASSOCIATE
Name: Sharon Sousa LMFT	Name: William Roderick
Title: Behavioral Health Director	Title: Superintendent
Address: 270 County Hospital Rd, #109 California 95971	Address: 50 Church Street Quincy, California 95971
Signed: _____	Signed: _____
Date: _____	Date: _____

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center; a rehabilitation facility effective July 1, 2024; not to exceed $450,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center; a rehabilitation facility effective July 1, 2024; not to exceed $450,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Mental illness is particularly devastating because people with a psychiatric disability are often left profoundly disconnected from themselves, others, their community or their own sense of purpose and meaning. Stigmatization of those with mental illness further compounds the sense of alienation because it presents a barrier to rebuilding connections with themselves, others and their community.

Willow Glen Care Center operates 24-hour residential facilities throughout Northern California designed to serve multiple levels of care for adults and elderly adults.

The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. Each center specializes in serving people with difficult behavioral problems, monitoring psychotropic medications and providing a safe and supportive environment to help residents achieve their highest level of independent functioning. Willow Glen Care Center works with the county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment.

It is the goal of the program to provide education, support and opportunity for each client to improve their sense of self-reliance, autonomy, empowerment and hope.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center, a rehabilitation facility effective July 1, 2024, not to exceed $450,000.00

Fiscal Impact:

No General Fund Impact. This funding will come from a combination of state and federal funds.

Attachments:

1. 4204_001

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Willow Glen Care Center, a non-profit Corp. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $450,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

3. Term. The term of this agreement shall be from July 1, 2024 through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect

the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:
Sharon Sousa, LMFT, Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:
Jeff Payne
Chief Executive Director
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

29. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

30. The attached BAA is incorporated by this reference and made to protect this agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

By:_____
Name: Jeff Payne
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Arne Hyson
Title: Secretary
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By: Sharon R. Sousa, CMFT
Name: Sharon Sousa LMFT
Title: Behavioral Health Director
Date signed: 04/24/2024

APPROVED AS TO CONTENT:

_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Willow Glen Care Center Corporation, referred to herein as Business Associate ("BA"), dated July 1, 2024.

RECITALS

CE wishes to disclose certain information to BA pursuant to the terms of a business agreement between the parties (the "Contract"), some of which may constitute Protected Health Information ("PHI") (defined below).

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

h. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

i. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

j. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.

k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. Further, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

d. **Appropriate Safeguards.** BA Shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Contract and this Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316 [42 U.S.C. Section 17931].

e. **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and this Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 90 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

f. Business **Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph c above with respect to Electronic PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

h. **Amendment of PHI.** Within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

j. **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

k. **Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)]. BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."

l. **Data Ownership**. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Agreement or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or this Agreement or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

a. **Material Breach.** A breach by BA of any provision of this Agreement, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate

termination of the Contract, or any provision in the Contract to the contrary notwithstanding [45 C.F.R. Section 164.504(e)(2)(iii)].

b. **Judicial or Administrative Proceedings.** CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. **Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Agreement, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning

the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is named adverse party.

8. **No Third-Party Beneficiaries**

Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. **Interpretation**

The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

IN WITNESS WHEREOF, the parties hereto have duly executed this Addendum as of the Addendum Effective Date.

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa, LMFT	Name: Jeff Payne
Title: Behavioral Health Director	Title: Chief Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 1547 Plumas Ct.
Quincy, California 95971	Yuba City, CA 95991
Signed: Sharon R. Sousa, LMFT	Signed:
Date: 04/24/2024	Date:

EXHIBIT A - SCOPE OF WORK

Mental illness is particularly devastating because people with a psychiatric disability are often left profoundly disconnected from themselves, others, their community or their own sense of purpose and meaning. Stigmatization of those with mental illness further compounds the sense of alienation because it presents a barrier to rebuilding connections with themselves, others and their community.

Willow Glen Care Center operates 24-hour residential facilities locations throughout Northern California designed to serve multiple levels of care for adults and the elderly adults. The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. Each center specializes in serving people with difficult behavioural problems, monitoring psychotropic medications and providing a safe and supportive environment to help residents achieve their highest level of independent functioning. Willow Glen Care Center works with county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment.

The program will assist the client in authoring a strength-based Personal Recovery Plan that focuses on:

•Personal acceptance of the mental health condition

•Building on the existing strengths of each individual

•Teaching new skills to maintain individual wellness and recovery

•Facilitating self-reliance, self advocacy and empowerment

•Supporting the client's sense of autonomy and hope

•Facilitating the client's reintegration into the community

•Supporting the integrity of each person's journey

Through the wellness and recovery process, individuals will rebuild and further develop important personal, social, community, spiritual and environmental connections through personal empowerment. Recovery is a process of adjusting attitudes, beliefs, perceptions and goals in life; it a process of self-discovery and transformation. It is the goal of the program to provide the education, support and opportunity for each client to improve their sense of self-reliance, autonomy, empowerment and hope.

EXHIBIT B – FEE SCHEDULE

Willow Glen/Rosewood Rates – Low level patient care

Number Clients	Rate
0-69 clients	$250.00
70-84 clients	$240.00
85-100 clients	$215.00

Trinity Pines – Individual Living

Rate $ 240.00 a day

Redwood Creek Rates- Individual Living

	Number Clients	
Rate	0-6 clients	$330.00
	7-9 clients	$305.00
	10-12 clients	$245.00
	13-16 clients	$190.00

Sequoia Psychiatric Treatment Center– Irreversibly Medically Diseased

Rate
$410.00

Cedar Grove - Mental Health Rehabilitation Center

Number Clients	Rate
0-30 clients	$435.00
31-35 clients	$405.00
36-44 clients	$385.00

Casa Del Rio

Rate $200.00

Alpine House-

Rate
$260.00 a day

Residential Services /Board and Care
Cedar Grove & Sequoia Treatment Center

Rate
$850.00 monthly

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and

govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California; to ensure that members receive mental health services in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination; effective as of the last date of signatures; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California; to ensure that members receive mental health services in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination; effective as of the last date of signatures; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

Partnership HealthPlan of California is a non-profit community-based health care organization. Partnership will administer Medi-Cal benefits through local providers to ensure members have access to receiving mental health services in a coordinated manner and to provide cost-effective health care while continuously evaluating the quality of care coordination.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California; to ensure that members receive mental health services in a coordinated manner and to provide cost-effective health care.

Fiscal Impact:

No general funds are a combination of state and federal funds for this program.

Attachments:

1. 4205_001

MHP MEMORANDUM OF UNDERSTANDING TEMPLATE

COVER PAGE

Memorandum of Understanding

between Partnership HealthPlan of California and Plumas County Behavioral Health

This Memorandum of Understanding ("MOU") is entered into by **Partnership HealthPlan of California** ("MCP") and Plumas County Behavioral Health, *("MHP"),* effective as of the last date of signature ("Effective Date").

WHEREAS, the Parties are required to enter into this MOU, a binding and enforceable contractual agreement under the Medi-Cal Managed Care Contract Exhibit A, Attachment III, All Plan Letters ("APL") 18-015, 22-005, 22-006, 22-028, and MHP is required to enter into this MOU pursuant to Cal. Code Regs. tit. 9 § 1810.370, MHP Contract, Exhibit A, Attachment 10, Behavioral Health Information Notice ("BHIN") 23-056 and any subsequently issued superseding BHINs, to ensure that Medi-Cal beneficiaries enrolled in MCP who are served by MHP ("Members") are able to access and/or receive mental health services in a coordinated manner from MCP and MHP;

WHEREAS, the Parties desire to ensure that Members receive MHP services in a coordinated manner and to provide a process to continuously evaluate the quality of the care coordination provided; and

WHEREAS, the Parties understand and agree that any Member information and data shared to facilitate referrals, coordinate care, or to meet any of the obligations set forth in this MOU must be shared in accordance with all applicable federal and state statutes and regulations, including, without limitation, 42 Code of Federal Regulations Part 2.

In consideration of mutual agreements and promises hereinafter, the Parties agree as follows:

1. Definitions. Capitalized terms have the meaning ascribed by MCP's Medi-Cal Managed Care Contract with the California Department of Health Care Services ("DHCS"), unless otherwise defined herein. The Medi-Cal Managed Care Contract is available on the DHCS webpage at www.dhcs.ca.gov.

a. "MCP Responsible Person" means the person designated by MCP to oversee MCP coordination and communication with MHP and ensure MCP's compliance with this MOU as described in Section 4 of this MOU.

b. "MCP-MHP Liaison" means MCP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 4 of this MOU. The MCP-MHP Liaison must ensure the appropriate communication and care coordination is ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MCP Responsible Person and/or MCP compliance officer as appropriate.

c. "MHP Responsible Person" means the person designated by MHP to oversee coordination and communication with MCP and ensure MHP's compliance with this MOU as described in Section 5 of this MOU.

d. "MHP Liaison" means MHP's designated point of contact responsible for acting as the liaison between MCP and MHP as described in Section 5 of this MOU. The MHP Liaison should ensure the appropriate communication and care coordination are ongoing between the Parties, facilitate quarterly meetings in accordance with Section 9 of this MOU, and provide updates to the MHP Responsible Person and/or MHP compliance officer as appropriate.

e. "Network Provider" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

f. "Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, has the same meaning ascribed by the MHP Contract with the DHCS.

g. "Downstream Subcontractor" as it pertains to MCP, has the same meaning ascribed by the MCP's Medi-Cal Managed Care Contract with the DHCS; and as it pertains to MHP, means a subcontractor of a MHP Subcontractor.

2. Term. This MOU is in effect as of the Effective Date and continues until terminated by either Party, or as amended in accordance with Section 14.f of this MOU.

3. Services Covered by This MOU. This MOU governs the coordination between MCP and MHP for Non-specialty Mental Health Services ("NSMHS") covered by MCP and further described in APL 22-006, and Specialty Mental Health Services ("SMHS") covered by MHP and further described in APL 22-003, APL 22-005, and BHIN 21-073, and any subsequently issued superseding APLs or BHINs, executed contract amendments, or other relevant guidance. The population eligible for NSMHS and SMHS set forth in APL 22-006 and BHIN 21-073 is the population served under this MOU.

4. MCP Obligations.

a. **Provision of Covered Services.** MCP is responsible for authorizing Medically Necessary Covered Services, including NSMHS, ensuring MCP's Network Providers coordinate care for Members as provided in the applicable Medi-Cal Managed

Care Contract, and coordinating care from other providers of carve-out programs, services, and benefits.

b. **Oversight Responsibility.** The Behavioral Health Administrator or designee, is designated the MCP Responsible Person listed in Exhibit A of this MOU, is responsible for overseeing MCP's compliance with this MOU. The MCP Responsible Person must:

i. meet at least quarterly with MHP, as required by Section 9 of this MOU;

ii. report on MCP's compliance with the MOU to MCP's compliance officer no less frequently than quarterly. MCP's compliance officer is responsible for MOU compliance oversight reports as part of MCP's compliance program and must address any compliance deficiencies in accordance with MCP's compliance program policies;

iii. ensure there is a sufficient staff at MCP who support compliance with and management of this MOU;

iv. ensure the appropriate levels of MCP leadership (i.e., person with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MHP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually for MCP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network Providers; and

vi. serve, or may designate a person at MCP to serve, as the MCP- MHP Liaison, the point of contact and liaison with MHP. The MCP-MHP Liaison is listed in Exhibit A of this MOU. MCP must notify MHP of any changes to the MCP-MHP Liaison in writing as soon as reasonably practical but no later than the date of change and must notify DHCS within 5 Working Days of the change.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MCP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

5. MHP Obligations.

a. **Provision of Specialty Mental Health Services.** MHP is responsible for providing or arranging for the provision of SMHS.

b. **Oversight Responsibility.** The [*insert title*], the designated MHP Responsible Person, listed on Exhibit B of this MOU, is responsible for overseeing MHP's compliance with this MOU. The MHP Responsible Person serves, or may designate a person to serve, as the designated MHP Liaison, the point of contact and liaison with MCP. The MHP Liaison is listed on Exhibit B of this MOU. The MHP Liaison

may be the same person as the MHP Responsible Person. MHP must notify MCP of changes to the MHP Liaison as soon as reasonably practical but no later than the date of change. The MHP Responsible Person must:

i. meet at least quarterly with MCP, as required by Section 9 of this MOU;

ii. report on MHP's compliance with the MOU to MHP's compliance officer no less frequently than quarterly. MHP's compliance officer is responsible for MOU compliance oversight and reports as part of MHP's compliance program and must address any compliance deficiencies in accordance with MHP's compliance program policies;

iii. ensure there is sufficient staff at MHP to support compliance with and management of this MOU;

iv. ensure the appropriate levels of MHP leadership (i.e., persons with decision-making authority) are involved in implementation and oversight of the MOU engagements and ensure the appropriate levels of leadership from MCP are invited to participate in the MOU engagements, as appropriate;

v. ensure training and education regarding MOU provisions are conducted annually to MHP's employees responsible for carrying out activities under this MOU, and as applicable for Subcontractors, Downstream Subcontractors, and Network providers; and

vi. be responsible for meeting MOU compliance requirements, as determined by policies and procedures established by MHP, and reporting to the MHP Responsible Person.

c. **Compliance by Subcontractors, Downstream Subcontractors, and Network Providers.** MHP must require and ensure that its Subcontractors, Downstream Subcontractors, and Network Providers, as applicable, comply with all applicable provisions of this MOU.

6. Training and Education.

a. To ensure compliance with this MOU, the Parties must provide training and orientation for their employees who for carry out activities under this MOU and, as applicable, Network Providers, Subcontractors, and Downstream Subcontractors who assist MCP with carrying out MCP's responsibilities under this MOU. The training must include information on MOU requirements, what services are provided or arranged for by each Party, and the policies and procedures outlined in this MOU. For persons or entities performing responsibilities as of the Effective Date, the Parties must provide this training within *[The Parties may agree to 30, 45, of 60 Working Days.]* of the Effective Date. Thereafter, the Parties must provide this training prior to any such person or entity performing responsibilities under this MOU and to all such persons or entities at least annually thereafter. The Parties must require its Subcontractors and Downstream Subcontractors to provide training on relevant MOU requirements and MHP services to their contracted providers.

b. In accordance with health education standards required by the Medi-Cal Managed Care Contract, the Parties must provide Members and Providers with educational materials related to accessing Covered Services, including for services provided by MHP.

c. The Parties each must provide the other Party, Members, and Network Providers with training and/or educational materials on how MCP Covered Services and MHP services may be accessed, including during nonbusiness hours.

7. Screening, Assessment, and Referrals.

a. **Screening and Assessment.** The Parties must develop and establish policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.

i. MCP and MHP must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services.

ii. MCP and MHP must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change.

iii. The policies and procedures must incorporate agreed-upon and/or required timeframes; list specific responsible parties by title or department; and include any other elements required by DHCS for the mandated statewide Adult Screening Tool for adults aged 21 and older, Youth Screening Tool for youth under age 21, and Transition of Care Tool, for adults aged 21 and older and youth under age 21, as well as the following requirements:

1. The process by which MCP and MHP must conduct mental health screenings for Members who are not currently receiving mental health services when they contact MCP or MHP to seek mental health services. MCP and MHP must refer such Members to the appropriate delivery system using the Adult or Youth Screening Tool for Medi-Cal Mental Health Services based on their screening result.

2. The process by which MCP and MHP must ensure that Members receiving mental health services from one delivery system receive timely and coordinated care when their existing services are being transitioned to another delivery system or when services are being added to their existing mental health treatment from another delivery system in accordance with APL 22-028 and BHIN 22-065.

b. **Referrals.** The Parties must work collaboratively to develop and establish policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

i. The Parties must adopt a "no wrong door" referral process for Members and work collaboratively to ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011. The Parties must refer Members using a patient-centered, shared decision-making process.

ii. The Parties must develop and implement policies and procedures addressing the process by which MCP and MHP coordinate referrals based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:

1. The process by which MHP and MCP transition Members to the other delivery system.
2. The process by which Members who decline screening are assessed.
3. The process by which MCP:
   a. Accepts referrals from MHP for assessment, and the mechanisms of communicating such acceptance and that a timely assessment has been made available to the Member.
   b. Provides referrals to MHP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of referral and that a timely assessment has been made available to the Member by MHP.
   c. Provides a referral to an MHP Network Provider (if processes agreed upon with MHP), and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MHP.
4. The process by which MHP:
   a. Accepts referrals from MCP for assessment, and the mechanisms for communicating such acceptance and that a timely assessment has been made available to the Member.
   b. Provides referrals to MCP for assessment, and the mechanisms of sharing the completed screening tool and confirming acceptance of the referral and that a timely assessment has been made available to the Member by MCP.
   c. Provides a referral to an MCP Network Mental Health Provider (if processes agreed upon with MCP), and the mechanisms of confirming the MCP Network Mental Health Provider accepted the referral and that a timely assessment has been made available to the Member by MCP.
   d. Provides a referral to MCP when the screening indicates that a Member under age 21 would benefit from a pediatrician/Primary Care Physician ("PCP") visit.

5. The process by which MCP and MHP coordinate referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.

6. The process by which MCP (and/or its Network Providers):

a. Accepts referrals from MHP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MHP and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MHP Network Provider (if processes have been agreed upon with MHP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a provider who accepts their care and that services have been made available to the Member.

d. MCP must coordinate with MHP to facilitate transitions between MCP and MHP delivery systems and across different providers, including guiding referrals for Members receiving NSMHS to transition to an SMHS provider and vice versa, and the new provider accepts the referral and provides care to the Member.

7. The process by which MHP (and/or its Network Providers):

a. Accepts referrals from MCP, and the mechanisms of communicating such acceptance, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

b. Provides referrals to MCP, and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

c. Provides a referral to an MCP Network Provider (if processes have been agreed upon with MCP), and the mechanisms of sharing the completed transition tool and confirming acceptance of the referral, including that the Member has been connected with a Network Provider who accepts their care and that services have been made available to the Member.

iii. MHP must refer Members to MCP for MCP's Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management ("ECM"), Complex Care Management ("CCM"), or Community Supports. However, if MHP is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP's provision of ECM.

iv. MCP must have a process for referring eligible Members for substance use disorder ("SUD") services to a Drug Medi-Cal-certified program or a Drug

Medi-Cal Organized Delivery System ("DMC-ODS") program in accordance with the Medi-Cal Managed Care Contract.

Closed Loop Referrals. The managed care plan and its subcontractor has a process to ensure closed loop referrals between the MCP and the county MHP using care coordination and the implementation of a monthly referral tracker. This process may be updated as time progresses through further automation and changed processes as agreed to by both parties.

8. **Care Coordination and Collaboration.**
    a. **Care Coordination.**

i. The Parties must adopt policies and procedures for coordinating Members' access to care and services that incorporate all the specific requirements set forth in this MOU and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

ii. The Parties must discuss and address individual care coordination issues or barriers to care coordination efforts at least quarterly.

iii. The Parties must establish policies and procedures to maintain collaboration with each other and to identify strategies to monitor and assess the effectiveness of this MOU. The policies and procedures must ensure coordination of inpatient and outpatient medical and mental health care for all Members enrolled in MCP and receiving SMHS through MHP, and must comply with federal and State law, regulations, and guidance, including Cal. Welf. & Inst. Code Section 5328.

iv. The Parties must establish and implement policies and procedures that align for coordinating Members' care that address:

1. The specific point of contact from each Party, if someone other than each Party's Responsible Person, to act as the liaison between Parties and be responsible for initiating, providing, and maintaining ongoing care coordination for all Members under this MOU;

2. A process for coordinating care for individuals who meet access criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships;

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[1] CalAIM Population Health Management Policy Guide available at https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Policy-Guide.pdf

3. A process for coordinating the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members;

4. Permitting Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

5. A process for ensuring that Members and Network Providers can coordinate coverage of Covered Services and carved-out services outlined by this MOU outside normal business hours, as well as providing or arranging for 24/7 emergency access to admission to psychiatric inpatient hospital.

v. Transitional Care.

1. The Parties must establish policies and procedures and develop a process describing how MCP and MHP will coordinate transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings,[2] or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where MHP is the primary payer, MHPs are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, MCP is responsible for ensuring transitional care coordination as required by Population Health Management,[3] including, but not limited to:

a. Tracking when Members are admitted, discharged, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities) in accordance with Section 11(a)(iii) of this MOU.

b. Approving prior authorizations and coordinating services where MCP is the primary payer (e.g., home services, long-term services and supports for dual-eligible Members);

c. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;

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[2] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf

[3] Expectations for transitional care are defined in the PHM Policy Program Guide: https://www.dhcs.ca.gov/CalAIM/Documents/2023-PHM-Program-Guide-a11y.pdf; *see also* PHM Roadmap and Strategy: https://www.dhcs.ca.gov/CalAIM/Documents/Final-Population-Health-Management-Strategy-and-Roadmap.pdf

d. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;

e. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and

f. Assigning or contracting with a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.

2. The Parties must include a process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.

3. For inpatient mental health treatment provided by MHP or for inpatient hospital admissions or emergency department visits known to MCP, the process must include the specific method to notify each Party within 24 hours of admission and discharge and the method of notification used to arrange for and coordinate appropriate follow-up services.

4. The Parties must have policies and procedures for addressing changes in a Member's medical or mental health condition when transferring between inpatient psychiatric service and inpatient medical services, including direct transfers.

vi. Clinical Consultation.

1. The Parties must establish policies and procedures for MCP and MHP to provide clinical consultations to each other regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.

2. The Parties must establish policies and procedures for reviewing and updating a Member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with outpatient mental health Network Providers.

vii. Enhanced Care Management.

1. Delivery of the ECM benefit for individuals who meet ECM Population of Focus definitions (including, but not limited to, the Individuals with Severe Mental Illness and Children Populations of Focus) must be consistent with DHCS guidance regarding ECM, including:

a. That MCP prioritize assigning a Member to an SMHS Provider as the ECM Provider if the Member receives SMHS from that Provider and that Provider is a contracted ECM Provider, unless the Member has expressed a different preference or MCP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions;

b. That the Parties implement a process for SMHS Providers to refer their patients to MCP for ECM if the patients meet Population of Focus criteria; and

c. That the Parties implement a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

viii. Community Supports.

1. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

a. The identified point of contact, from each Party to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination as mutually agreed upon in MCP and MHP protocols;

b. Identification of the Community Supports covered by MCP; and

c. A process specifying how MHP will make referrals for Members eligible for or receiving Community Supports.

ix. Eating Disorder Services.

1. MHP is responsible for the SMHS components of eating disorder treatment and MCP is responsible for the physical health components of eating disorder treatment and NSMHS, including, but not limited to, those in APL 22-003 and BHIN 22-009, and any subsequently issued superseding APLs or BHINs, and must develop a process to ensure such treatment is provided to eligible Members, specifically:

a. MHP must provide for medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

b. MCP must also provide or arrange for NSMHS for Members requiring eating disorder services.

2. For partial hospitalization and residential eating disorder programs, MHP is responsible for medically necessary SMHS components, while MCP is responsible for the medically necessary physical health components.

a. MCP is responsible for the physical health components of eating disorder treatment, including emergency room services, and inpatient hospitalization for Members with physical health conditions, including those who require hospitalization due to physical complications of an eating disorder and who do not meet criteria for psychiatric hospitalization.

x. Prescription Drugs.

1. The Parties must establish policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures. The joint policies and procedures must include:

a. MHP is obligated to provide the names and qualification of prescribing physicians to MCP.

b. MCP is obligated to provide MCP's procedures for obtaining authorization of prescribed rugs and laboratory services, including a list of available pharmacies and laboratories.

9. Quarterly Meetings.

a. The Parties must meet as frequently as necessary to ensure proper oversight of this MOU but not less frequently than quarterly to address care coordination, Quality Improvement ("QI") activities, QI outcomes, systemic and case-specific concerns, and communication with others within their organizations about such activities. These meetings may be conducted virtually.

b. Within 30 Working Days after each quarterly meeting, the Parties must each post on its website the date and time the quarterly meeting occurred, and, as applicable, distribute to meeting participants a summary of any follow-up action items or changes to processes that are necessary to fulfill the Parties' obligations under the Medi-Cal Managed Care Contract, the MHP Contract, and this MOU.

c. The Parties must invite the other Party's Responsible Person and appropriate program executives to participate in quarterly meetings to ensure appropriate committee representation, including local presence, to discuss and address care coordination and MOU-related issues. The Parties' Subcontractors and Downstream Subcontractors should be permitted to participate in these meetings, as appropriate.

d. The Parties must report to DHCS updates from quarterly meetings in a manner and frequency specified by DHCS.

e. **Local Representation.** MCP must participate, as appropriate, in meetings or engagements to which MCP is invited by MHP, such as local county meetings, local

community forums, and MHP engagements, to collaborate with MHP in equity strategy and wellness and prevention activities.

10. Quality Improvement. The Parties must develop QI activities specifically for the oversight of the requirements of this MOU, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. The Parties must document these QI activities in policies and procedures.

11. Data Sharing and Confidentiality. The Parties must establish and implement policies and procedures to ensure that the minimum necessary Member information and data for accomplishing the goals of this MOU are exchanged timely and maintained securely and confidentially and in compliance with the requirements set forth below to the extent permitted under applicable state and federal law. The Parties will share protected health information ("PHI") for the purposes of medical and behavioral health care coordination pursuant to Cal. Code Regs. tit. 9, Section 1810.370(a)(3), and to the fullest extent permitted under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended ("HIPAA") and 42 Code Federal Regulations Part 2, and other State and federal privacy laws. For additional guidance, the Parties should refer to the CalAIM Data Sharing Authorization Guidance.[4]

a. **Data Exchange.** Except where prohibited by law or regulation, MCP and MHP must share the minimum necessary data and information to facilitate referrals and coordinate care under this MOU. The Parties must have policies and procedures for supporting the timely and frequent exchange of Member information and data, including behavioral health and physical health data; for ensuring the confidentiality of exchanged information and data; and, if necessary, for obtaining Member consent, when required. The minimum necessary information and data elements to be shared as agreed upon by the Parties, are set forth in Exhibit C of this MOU. To the extent permitted under applicable law, the Parties must share, at a minimum, Member demographic information, behavioral and physical health information, diagnoses, assessments, medications prescribed, laboratory results, referrals/discharges to/from inpatient or crisis services and known changes in condition that may adversely impact the Member's health and/or welfare. The Parties must annually review and, if appropriate, update Exhibit C of this MOU to facilitate sharing of information and data. MHP and MCP must

[4] CalAIM Data Sharing Authorization Guidance VERSION 2.0 June 2023 available at: https://www.dhcs.ca.gov/Documents/MCQMD/CalAIM-Data-Sharing-Authorization-Guidance-Version-2-Draft-Public-Comment.pdf.

establish policies and procedures to implement the following with regard to information sharing:

i. A process for timely exchanging information about Members eligible for ECM, regardless of whether the Specialty Mental Health provider is serving as an ECM provider;

ii. A process for MHP to send regular, frequent batches of referrals to ECM and Community Supports to MCP in as close to real time as possible;

iii. A process for MHP to send admission, discharge, and transfer data to MCP when Members are admitted to, discharged from, or transferred from facilities contracted by MHP (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities), and for MCP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3);

iv. A process to implement mechanisms to alert the other Party of behavioral health crises (e.g., MHP alerts MCP of Members' uses of mobile health, psych inpatient, and crisis stabilization and MCP alerts MHP of Members' visits to emergency departments and hospitals); and

v. A process for MCP to send admission, discharge, and transfer data to MHP when Members are admitted to, discharged from, or transferred from facilities contracted by MCP (e.g., emergency department, inpatient hospitals, nursing facilities), and for MHP to receive this data. This process may incorporate notification requirements as described in Section 8(a)(v)(3).

b. **Behavioral Health Quality Improvement Program**. If MHP is participating in the Behavioral Health Quality Improvement Program, then MCP and MHP are encouraged to execute a DSA. If MHP and MCP have not executed a DSA, MHP must sign a Participation Agreement to onboard with a Health Information Exchange that has signed the California Data Use and Reciprocal Support Agreement and joined the California Trusted Exchange Network.

c. **Interoperability.** MCP and MHP must make available to Members their electronic health information held by MCP pursuant to 42 Code of Federal Regulations Section 438.10 and in accordance with APL 22-026 or any subsequent version of the APL. MCP must make available an application programming interface that makes complete and accurate Network Provider directory information available through a

public-facing digital endpoint on MCP's and MHP's respective websites pursuant to 42 Code of Federal Regulations Sections 438.242(b) and 438.10(h).

12. Dispute Resolution.

a. The Parties must agree to dispute resolution procedures such that in the event of any dispute or difference of opinion regarding the Party responsible for service coverage arising out of or relating to this MOU, the Parties must attempt, in good faith, to promptly resolve the dispute mutually between themselves. The Parties must document the agreed-upon dispute resolution procedures in policies and procedures. Pending resolution of any such dispute, MCP and MHP must continue without delay to carry out all responsibilities under this MOU unless the MOU is terminated. If the dispute cannot be resolved within 15 Working Days of initiating such negotiations, either Party may pursue its available legal and equitable remedies under California law. Disputes between MCP and DMC-ODS that cannot be resolved in a good faith attempt between the Parties must be forwarded by MCP and/or DMC-ODS to DHCS.

b. Disputes between MCP and MHP that cannot be resolved in a good faith attempt between the Parties must be forwarded to DHCS via a written "Request for Resolution" by either MHP or MCP within three business days after failure to resolve the dispute, consistent with the procedure defined in Cal. Code Regs. tit. 9, § 1850.505, "Resolutions of Disputes between MHPs and Medi-Cal Managed Care Plans" and APL 21-013. Any decision rendered by DHCS regarding a dispute between MCP and MHP concerning provision of Covered Services is not subject to the dispute procedures set forth in the Primary Operations Contract Exhibit E, Section 1.21 (Contractor's Dispute Resolution Requirements);

c. A dispute between MHP and MCP must not delay the provision of medically necessary SMHS, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries as required by Cal. Code Regs. tit. 9, § 1850.525;

d. Until the dispute is resolved, the following must apply:

i. The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or

ii. When the dispute concerns MCP's contention that MHP is required to deliver SMHS to a Member either because the Member's condition would not be responsive to physical health care-based treatment or because MHP has incorrectly determined the Member's diagnosis to be a diagnosis not covered by MHP, MCP must manage the care of the Member under the terms of its contract with the State until the

dispute is resolved. MHP must identify and provide MCP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to MCP provider responsible for the Member's care; or

iii. When the dispute concerns MHP's contention that MCP is required to deliver physical health care-based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, MHP is responsible for providing or arranging and paying for those services until the dispute is resolved.

e. if decisions rendered by DHCS find MCP is financially liable for services, MCP must comply with the requirements in Cal. Code Regs. tit. 9, § 1850.530.

f. The Parties may agree to an expedited dispute resolution process if a Member has not received a disputed service(s) and the Parties determine that the routine dispute resolution process timeframe would result in serious jeopardy to the Member's life, health, or ability to attain, maintain, or regain maximum function. Under this expedited process, the Parties will have one Working Day after identification of a dispute to attempt to resolve the dispute at the plan level. All terms and requirements established in APL 21-013 and BHIN 21-034 apply to disputes between MCP and MHP where the Parties cannot agree on the appropriate place of care. Nothing in this MOU or provision must constitute a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, state, and federal law.

g. MHP must designate a person or process to receive notice of actions, denials, or deferrals from MCP, and to provide any additional information requested in the deferral notice as necessary for a medical necessity determination.

h. MCP must monitor and track the number of disputes with MHP where the Parties cannot agree on an appropriate place of care and, upon request, must report all such disputes to DHCS.

i. Once MHP receives a deferral from MCP, MHP must respond by the close of the business day following the day the deferral notice is received, consistent with Cal. Welf. & Inst. Code § 14715.

j. Nothing in this MOU or provision constitutes a waiver of any of the government claim filing requirements set forth in Title I, Division 3.6, of the California Government Code or as otherwise set forth in local, State, or federal law.

13. Equal Treatment. Nothing in this MOU is intended to benefit or prioritize Members over persons served by MHP who are not Members. Pursuant to Title VI, 42 United States Code Section 2000d, et seq., MHP cannot provide any service, financial

aid, or other benefit, to an individual which is different, or is provided in a different manner, from that provided to others provided by MHP.

14. General.

a. **MOU Posting.** MCP and MHP must each post this executed MOU on its website.

b. **Documentation Requirements.** MCP and MHP must retain all documents demonstrating compliance with this MOU for at least 10 years as required by the Medi-Cal Managed Care Contract and the MHP Contract. If DHCS requests a review of any existing MOU, the Party that received the request must submit the requested MOU to DHCS within 10 Working Days of receipt of the request.

c. **Notice.** Any notice required or desired to be given pursuant to or in connection with this MOU must be given in writing, addressed to the noticed Party at the Notice Address set forth below the signature lines of this MOU. Notices must be (i) delivered in person to the Notice Address; (ii) delivered by messenger or overnight delivery service to the Notice Address; (iii) sent by regular United States mail, certified, return receipt requested, postage prepaid, to the Notice Address; or (iv) sent by email, with a copy sent by regular United States mail to the Notice Address. Notices given by in-person delivery, messenger, or overnight delivery service are deemed given upon actual delivery at the Notice Address. Notices given by email are deemed given the day following the day the email was sent. Notices given by regular United States mail, certified, return receipt requested, postage prepaid, are deemed given on the date of delivery indicated on the return receipt. The Parties may change their addresses for purposes of receiving notice hereunder by giving notice of such change to each other in the manner provided for herein.

d. **Delegation.** MCP and MHP may delegate its obligations under this MOU to a Fully Delegated Subcontractor or Partially Delegated Subcontractor as permitted under the Medi-Cal Managed Care Contract, provided that such Fully Delegated Subcontractor or Partially Delegated Subcontractor is made a Party to this MOU. Further, the Parties may enter into Subcontractor Agreements or Downstream Subcontractor Agreements that relate directly or indirectly to the performance of the Parties' obligations under this MOU. Other than in these circumstances, the Parties cannot delegate the obligations and duties contained in this MOU.

e. **Annual Review.** MCP and MHP must conduct an annual review of this MOU to determine whether any modifications, amendments, updates, or renewals of responsibilities and obligations outlined within are required. MCP and MHP must provide DHCS evidence of the annual review of this MOU as well as copies of any MOUs modified or renewed as a result.

f. **Amendment.** This MOU may only be amended or modified by the Parties through a writing executed by the Parties. However, this MOU is deemed automatically amended or modified to incorporate any provisions amended or modified in the Medi-Cal Managed Care Contract, the MHP Contract, and subsequently issued superseding

APLs, BHINs, or guidance, or as required by applicable law or any applicable guidance issued by a State or federal oversight entity.

g. **Governance.** This MOU is governed by and construed in accordance with the laws of the state of California.

h. **Independent Contractors.** No provision of this MOU is intended to create, nor is any provision deemed or construed to create any relationship between MHP and MCP other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this MOU. Neither MHP nor MCP, nor any of their respective contractors, employees, agents, or representatives, is construed to be the contractor, employee, agent, or representative of the other.

i. **Counterpart Execution.** This MOU may be executed in counterparts signed electronically, and sent via PDF, each of which is deemed an original, but all of which, when taken together, constitute one and the same instrument.

j. **Superseding MOU.** This MOU constitutes the final and entire agreement between the Parties and supersedes any and all prior oral or written agreements, negotiations, or understandings between the Parties that conflict with the provisions set forth in this MOU. It is expressly understood and agreed that any prior written or oral agreement between the Parties pertaining to the subject matter herein is hereby terminated by mutual agreement of the Parties.

(Remainder of this page intentionally left blank)

The Parties represent that they have authority to enter into this MOU on behalf of their respective entities and have executed this MOU as of the Effective Date.

Partnership HealthPlan of California

Signature:
Name: Sonja Bjork
Title: CEO
Notice Address: 4665 Business Center Dr.
Fairfield, CA 94534

Plumas County Behavioral Health

Signature: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Director
Notice Address:
270 County Hospital Rd Suite 109
Quincy, CA 95971

Approved As to Content:

Signature:
Name: Greg Hagwood
Title: Chair, Board of Supervisors

Attest:

Signature:
Name: Allen Hiskey
Title: Clerk, Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

Exhibits A & B

EXHIBIT A

4b.

Mark Bontrager
Partnership Health Plan Behavioral Health Administrator/ or Designee
mbontrager@partnershiphp.org
707-419-7913
4665 Business Center Drive
Fairfield, CA 94534

EXHIBIT B

5b.

Plumas County Behavioral Health

Jessica McGill
Quality Improvement and Compliance Manager
jmcgill@pcbh.services
530-297-8655
270 County Hospital Road Suite 109
Quincy, CA 95971

Exhibit C

Data Elements

Through the joint participation in a Health Information Exchange (HIE), the following data will be exchanged between the County Mental Health Plan and Managed Care Plan. When necessary, patient/member consent will be obtained prior to exchanging the following data as dictated by federal and state privacy rules.

#	From County Data Elements	From PHC Data Fields
	Member Demographics	
1	Member Client Identification Number (CIN)	Member Client Identification Number (CIN)
2	County	County
3	First Name	Member First Name
4	Middle Name	Member Middle Name
5	Last Name	Member Last Name
6	Social Security Number	Social Security Number
7	Date of Birth	Date of Birth
8	Race/Ethnicity	Race/Ethnicity
9	Gender	Gender
10		ECM Provider
	PCP	
11	N/A	PCP Name
12	N/A	NPI number
13	N/A	Address
14	N/A	Taxonomy
	Visit Details, all types	
15	Rendering/attending provider for encounter below - only for outpatient	Rendering/attending provider
16	Rendering/attending provider NPI number - NPI for org	Rendering/attending provider NPI number
17	Rendering/attending provider service location	Rendering/attending provider service location
18	Rendering/attending phone number	Rendering/attending phone number
19	Rendering/attending provider specialty - outpatient	Rendering/attending provider specialty: Mental Health and PCP
	SUD or MH outpatient visits from County BH	**Medical Out Patient Visits**

20	OP MH or SUD-Date of OutPatient Visit	OutPatient-Date of Visit
21	OutPatient-Office ID	OutPatient-Office ID
22	OutPatient-Office Name of Site	OutPatient-Office Name of Site
23	OutPatient-Office NPI	OutPatient-Office NPI
24	OutPatient-diagnosis codes	OutPatient-diagnosis codes
25	OutPatient-Procedure codes	OutPatient-Procedure codes
	ED Visits	
26	N/A	ED-Date of ED visit
27	N/A	ED-Hospital name
28	N/A	ED-NPI number
29	N/A	ED-All Diagnosis code
30	N/A	ED-Principle Diagnosis Codes
31	N/A	ED-Main visit procedure codes
32	N/A	ED-CPT code
	MH/SUD In Patient Admissions	**In Patient Admissions**
33	IP-Hospital name	IP-Hospital name
34	IP-NPI number	IP-NPI number
35	IP-Date of admission	IP-Date of admission
36	IP-Date of discharge	IP-Date of discharge
37	IP-Admission Diagnosis Codes	IP-Admission Diagnosis Codes
38	IP-Discharge Diagnosis	IP-Discharge Diagnosis
	County Enrollment Status	**PHC Enrollment status**
39	Enrollment date for SUD	PHC enrollment date (most recent date begun versus detail going back 1 year?)
40	Enrollment date for MH	MediCal Aid code

PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cindie Froggatt, Plumas County Assessor**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Assessor's Office to recruit and fill 1 (one) extra-help position; due to resignation; not to exceed 29-hours per week; (No General Fund Impact) as approved in FY 23/24 budget.**

Recommendation:
Approve and authorize Assessor's Office to recruit and fill 1 (one) extra-help position; due to resignation; not to exceed 29-hours per week; (No General Fund Impact) as approved in FY23/24 budget.

Background and Discussion:
Effective April 11, 2023, our Property Tax Assessment Specialist II was promoted to the Appraiser II position due to a resignation. The Property Tax Assessment Specialist II position was vacant from April 2023 to November 2023 when we were able to recruit and fill it. The Fiscal Officer Position was also vacant for some time and has also been filled, in just the last few weeks. The vacancies have caused a large backlog of work that needs to be done in order to close the taxroll accurately and on time. The Department is requesting to allow us to bring in Part-time/Extra Help for some projects and office duties that are necessary, such as filing.

Action:

Approve and authorize Assessor's Office to recruit and fill 1 (one) extra-help position; due to resignation; not to exceed 29-hours per week; (No General Fund Impact) as approved in FY23/24 budget.

Fiscal Impact:

Assessor's Office Extra Help Wages already in the 2023-2024 Budget.

Attachments:
1. Board-Agenda-Request-Form-4-15-2024
2. BOS - Request to recruit for Part-time Extra Help 4-11-2024
3. ORGANIZATIONAL CHART-2024
4. staffing_request_form - PT 4-15-2024

BOARD AGENDA REQUEST FORM

Department: Assessor

Authorized Signature: _____

Board Meeting Date: 5/7/2024

Request for 15 minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☑ Yes ☐ No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve the County Assessor to Recruit and fill (1) Part-time/Extra Help Position in the Assessor's office.

B.

C.

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:
County Administrative Officer & Human Resources

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents: _____

Contracts/Agreements:
Three copies? (Y ☐ /N ☐)
Signed? (Y ☐ /N ☐)

Budget Transfers Sheets:
Signed? (Y ☐ N ☐)

Other: _____

Publication:

☐ Clerk to publish on _____. ☐ Notice attached and e-mailed to Clerk.
☐ Notice to be published ____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)
☐ Dept. published on _____ (Per Code §_____). ☐ Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

MEMO

Date: **April 15, 2024**

To: **Honorable Board of Supervisors**

From: **Cynthia L Froggatt, Assessor**

Subject: **Approve and authorize the County Assessor begin recruit and fill; Part-time/Extra Help in the Assessor's Office.**

Recommendation
The Assessor respectfully recommends the County Administrative Officer authorize the Department to recruit and fill a Part-time/Extra Help Position in the Assessor's Office.

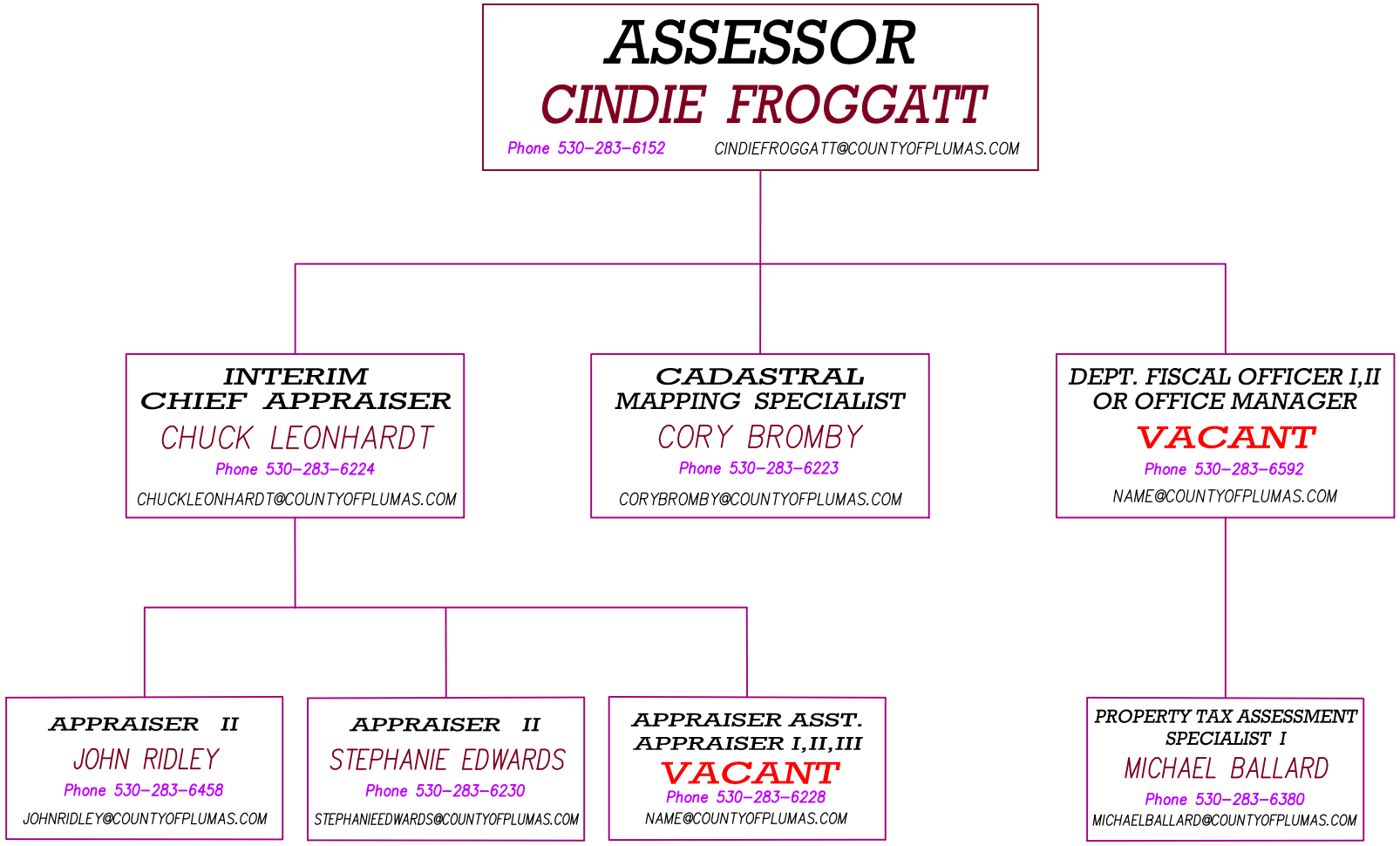
Background and Discussion:
Effective April 11, 2023, our Property Tax Assessment Specialist II was promoted to the Appraiser II position due to a resignation. The Property Tax Assessment Specialist II position was vacant from April 2023 to November 2023 when we were able to recruit and fill it. The vacancy has caused a large backlog of work that needs to be done in order to close the taxroll accurately and on time. The Department is requesting to allow us to bring in Part-time/Extra Help for some projects and office duties that are necessary, such as filing.

Fiscal Impact:
This position will be funded in the FY23/24 County Assessor's budget.

Action:
Approve and authorize the County Assessor to recruit and fill; one (1) Part-time/Extra Help Position.

Attachments:
1. Organizational Chart

2024
ASSESSOR'S OFFICE ORGANIZATIONAL CHART



STAFFING REQUEST FORM

Department Assessor Add ☑ Delete ☐
FTE Part-time/Extra Help
Position Title Part-time/Extra Help
Describe, in some detail, the need for this position (Use additional sheets if necessary.)

There has been a vacancy in our front office since our Assessor retired and the Assistant Assessor was appointed Assessor. This is essential to the operations in the Assessor's office. We are now left with one experienced person and one inexperienced person providing customer service. Due to the Beckwourth and Dixie Fires, our workload has increased tremendously. When there is a calamity such as a fire, it creates a tremendous amount of work in our office as we are responsible for assessing properties and maintaining mailing addresses accurately. Which includes adjusting structure value when necessary. Our office works diligently to make sure that all of the properties that are affected have had an adjustment and received the correct tax bill(s). We will continue monitoring the affected parcels for years to come as the re-building process continues. This position will allow our office to bring the back log in our work load current which will provide benefits to GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and ultimately the taxpayers who support our local government. Part-time/Extra Help wages are already allocated in the Assessor's budget. No additional salary expense at this time.

☐ See attachment

If the position is approved, what other expenses do you anticipate?

Recurring:
$☐ Office/Operation Supplies
$☐ Purchased Services
$☐ Other

One Time
$☐ Furn/Fix
$☐ Vehicle
$☐ Office Space

Describe:

Describe:

Calculate anticipated Salary and Benefit costs for each of the *next four* years using anticipated increases:
11,000.00 yr. 1 11,000.00 yr. 2 12,000.00 yr. 3 12,000.00 yr. 4

If the position is NOT approved, what are the consequences? Attach sheet

Are any *new revenues* expected to cover the cost of the requested position? Yes ☐ No ☑
If yes, are the revenues certain? Yes ☐ No ☐ and if certain, the revenues are certain for how many years? _____ Years. Attach supporting material.

☐ See Attached
☐ Reviewed and supporting by Critical Staffing Committee

If General Fund Position and recommended by Critical Staffing Committee, indicate rank of this position to other recommended GF positions. 1 *out of* 1 *positions recommended.*

Committee Comments:

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in April 2024; as submitted.**

Recommendation:
Approve the attached Board of Supervisors Meeting Minutes for Meeting minutes for the month of April 2024, as submitted.

Background and Discussion:
The Board of Supervisors approves all meeting minutes as submitted.

Action:

The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for all Meeting Minutes for the month of April 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Minutes 04-02-2024
2. Minutes 04-09-2024
3. Minutes 04-16-2024

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON APRIL 2, 2024

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

John Mannle led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

There were no public comments received electronically prior to the meeting, and no public comment during the meeting in person and on zoom.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Che Shannon (Behavioral Health) - announced to the Board that the Chester Wellness Center has new business hours (Mon-Wed-Fri 9am-5pm, Thurs 9am-1pm).
Sheriff Johns - made comments to the Board regarding the Undersheriff's wages, and contract.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - updated the Board on the numerous items listed in the below handout:

https://plumascounty.us/ArchiveCenter/ViewFile/Item/18192

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

CAO Lucero - updated the Board on moving forward with the audit, and that they are trying to go live with the Munis Payroll Module on July 1, 2024.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

No Report Provided.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. COUNTY CLERK RECORDER/REGISTRAR OF VOTERS

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Elections and Pro Document Solutions, Inc.; effective December 31, 2023; not to exceed $100,000 (General Fund Impact) as approved in FY2023-2024 budget; approved as to form by County Counsel.

B. CLERK OF THE BOARD OF SUPERVISORS

1) Approve all meeting minutes for March 2024, as submitted

C. AGRICULTURE WEIGHTS & MEASURES

1) Approve and authorize Agricultural Weights & Measures - Employee #10147 to switch to a four-day work week, pursuant to section 3.09 of the General Unit's MOU; effective 04/02/24

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Pitney-Bowes for equipment and postage for confidential correspondence, effective May 1, 2024, not to exceed $5,000; (No General Fund Impact) a combination of federal and state funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Behavioral Health and Plumas County Public Health Agency for the Drug and Alcohol Youth Prevention program; effective July 1, 2023; not to exceed $110,078.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

3) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant two (2.0) FTE Behavioral Health Site Coordinator positions, due to promotion and resignation; (No General Fund Impact) as approved in FY23/24 budget.

E. PUBLIC WORKS/ROAD DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and RSH, Inc., dba Curran Tire Center Company for tire repair services as needed.; effective April 1, 2024; not to exceed $27,000.00; (No General Fund Impact) approved as to form by County Counsel.

2) Authorization for the Department of Public Works to recruit and fill Extra-Help Summer workers throughout its maintenance districts in excess of 29 hours per week; funded via Road budget.

F. PLANNING

1) Amendment to Board of Supervisors approval on March 12, 2024, for a refund to Indian Valley Butchers, LLC for a portion of the application fee of a withdrawn Special Use Permit revised to $258.00.

G. HUMAN RESOURCES

1) Approve and authorize Human Resources Department to recruit and fill, funded and allocated, vacant one (1.0) FTE Human Resources Technician I, II, III; due to resignation (No General Fund Impact) in FY23/24 budget.

2) Request for Employee # 101629 to work more than 29 hours per week, pursuant to Resolution No. 14-7975; effective April 2, 2024, to allow for adequate department coverage while Human Resources recruits and fills their Human Resources Technician I/II/III.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Beckwourth CSA to pay Plumas Sanitation a non-contract invoice in the amount of $3,540 for pumping the wet well to prevent over-flow due to pumping failure. No General Fund Impact; funded by sewer fees paid for by BCSA residents; discussion and possible action

Motion: Approve and authorize Beckwourth CSA to pay Plumas Sanitation a non-contract invoice in the amount of $3,540 for pumping the wet well to prevent over-flow due to pumping failure. No General Fund Impact; funded by sewer fees paid for by BCSA residents; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Mannle presented.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

1) Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Vestra Resources, Inc.; effective March 1, 2024; not to exceed $12,743.50; No General Fund Impact; funded via fees paid for by WRCSD residents; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Walker Ranch CSD and Vestra Resources, Inc.; effective March 1, 2024; not to exceed $12,743.50; No General Fund Impact; funded via fees paid for by WRCSD residents; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Mannle presented.

E. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

F. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PUBLIC HEALTH AGENCY - Nicole Reinert

1) Adopt **RESOLUTION** to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign; (No General Fund Impact) approved as to form by County Counsel; **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8903** to approve and accept grant agreement number 23-10974 awarded by the California Department of Public Health in the amount of $870,320.00 beginning on April 1, 2024, and ending on March 31, 2029, and authorize the Director of Public Health Agency to sign; (No General Fund Impact) approved as to form by County Counsel; **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented.

2) Adopt **RESOLUTION** to approve contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8904** to approve contract for services agreement number 05579-AR67832 between Public Health Institute and Plumas County Public Health Agency in the amount of $40,000.00 and authorize the Director of Public Health to sign; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented.

3) Approve a supplemental budget increase for the Public Health Agency budget unit 70566 for $55,024.00 because of receiving carryover funds unspent in FY22/23.

Motion: Approve a supplemental budget increase for the Public Health Agency budget unit 70566 for $55,024.00 because of receiving carryover funds unspent in FY22/23., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented.

4) Approve a supplemental budget increase for the Public Health Agency budget unit 70561 for $45,196.58 because of receiving carryover funds unspent in FY22/23.

Motion: Approve a supplemental budget increase for the Public Health Agency budget unit 70561 for $45,196.58 because of receiving carryover funds unspent in FY22/23., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8905** to authorize Behavioral Health Director to apply for and sign the Medicare Provider Application and submit any documentation related to become a Medicare provider; (No General Fund Impact) federally funded; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Che Shannon presented.
Supervisor Goss commented.

C. SHERIFF - Todd Johns

1) Adopt **RESOLUTION** Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ); providing Live Scan - fingerprint services; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8906** Authorizing the Sheriff to execute an agreement with the Department of Justice (DOJ); providing Live Scan - fingerprint services; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

D. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Cloudpermit, Inc.; effective 04/02/2024; not to exceed $76,000 over three years; (General Fund Impact) as approved in FY23/24 I.T. budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Cloudpermit, Inc.; effective 04/02/2024; not to exceed $76,000 over three years; **(General** Fund Impact) as approved in FY23/24 I.T. budget; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Greg Ellingson presented new permitting for county agencies, "one-stop" permitting stop, will apply to Code Enforcement, Building, Planning, Animal Control, maybe Environmental. Brief comment about new speakers in Board Room.
CAO Lucero made comments
Tracey Ferguson thanked Greg Ellingson for his efforts in obtaining this contract.

E. PUBLIC WORKS/ROAD DEPARTMENT - John Mannle

1) Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA. All documents and procedures relating to this vacation have been reviewed and approved as to form by County Counsel; No General Fund impact.

Motion: Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA. All documents and procedures relating to this vacation have been reviewed and approved as to form by County Counsel; No General Fund impact., and approve **Resolution No. 24-8907** , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Mannle presented. Owners to want to vacant so they can use their land, Supervisor Hagwood comments, Supervisor McGowan comments.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company, who will provide heavy equipment and vehicle repair as needed upon request; effective January 1, 2024; not to exceed $200,000.00; (No General Fund Impact) funded via service contract

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Cashman Equipment Company, LLC, dba Empire Southwest, a wholly owned subsidiary of the Whiteman Family Corp Company, who will provide heavy equipment and vehicle repair as needed upon request; effective January 1, 2024; not to exceed $200,000.00; (No General Fund Impact) funded via service contract, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Mannle presented
Interim County Counsel commented to the Board that his office could not sign off on this contract, due to Cashman being headquartered in Arizona.
Joe Blackwell makes case there is literally no other choose, County Counsel makes comments re: choice of law and indemnification and lack of approval.

F. SOLID WASTE - Sean Graham

1) Approve and authorize Chair to sign letter of support for Assembly Bill 2902 which would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation. The draft letter has been reviewed and approved as to form by County Counsel. No General Fund impact.

Motion: Approve and authorize Chair to sign letter of support for Assembly Bill 2902 which would indefinitely extend Plumas County's rural exempt status as well as provide other important flexibility for other aspects of SB 1383 implementation. The draft letter has been reviewed and approved as to form by County Counsel. No General Fund impact. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sean Graham presented.

G. PLANNING - Tracey Ferguson

1) Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve the Supplemental Budget increasing Account 44027 (State Grant) by $59,276.57; Account 44028 (State Grant Revenue) by $19,767.29; Account 52190 (Professional Services) by $65,624.17; and Account 58000 (Transfer Out) by $13,419.69; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented.

2) Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve the Supplemental Budget increasing Account 44027 (State Grant) by $46,700.36; Account 52190 (Professional Services) by $43,039.50; and Account 58000 (Transfer Out) by $3,660.86 for FY 2022/23; approved by County Auditor/Controller; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented.

3) Approve the Homeless Housing, Assistance and Prevention Program (HHAP), Round 5 Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and the City of Redding (as the Administrative Entity for the NorCal Continuum of Care; approved as to form by County Counsel; No General Fund Impact; discussion and possible action.

Motion: Approve and authorize the Homeless Housing, Assistance and Prevention Program (HHAP), Round 5 Joint Application and Regional Coordination Memorandum of Understanding (MOU) between the County of Del Norte, the County of Lassen, the County of Modoc, the County of Plumas, the County of Shasta, the County of Sierra, the County of Siskiyou, the NorCal Continuum of Care, and the City of Redding (as the Administrative Entity for the NorCal Continuum of Care; approved as to form by County Counsel; No General Fund Impact; discussion and possible action.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented.

5. COUNTY ADMINISTRATIVE OFFICE

A. County Administrative Officer's Report

CAO presented - see attached report in the back-up material.

6. BOARD OF SUPERVISORS

A. California State Controller's Office Discussion

Supervisor Hagwood introduces, makes comments re: only focusing on the present situation, opens that our situation is the same as Humboldt County, need to reach out to the State Controller for guidance. Martee Graham comments - agrees that Dixie and COVID caused some issues, Martee says the County is not broken, just behind, the audit is a bit late, discusses some solutions.
Supervisor Hagwood makes an analogy, asking again should we send a letter.
Supervisor Goss comments - moving forward, sending a letter, maybe.
Supervisor Engel comments - Julie White doesn't support sending a letter, says we've done very well and are making strides.
Clint Koble asks about milestones.
Rick Foster (Zoom) will audit provide a better picture. Martee says yes.
Supervisor Goss wants to hold over until after the audit is presented on April 16, 2024.
Julie White comments about new software.
Supervisor McGowan comments about teamwork, and early reporting being useful.
Supervisor Ceresola wants to wait a bit, see the audit, maybe wait for some progress.

B. Appointments

1) Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action.

Motion: Appoint Selena Jayo to the Feather River Resource Conservation District; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. Correspondence

Mailed in letter addressed to the Board of Supervisors
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18200

D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Public Comment Sheriff Johns - solving the Undersheriff's contract

A. **Time Certain 1:00 p.m.** Personnel: Public employee appointment or employment - Facilities Director

B. Conference with Risk Manager: Quarterly Risk Control Program Status Report.

C. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

Plumas County Counsel's office is totally conflicted out and was not part of this discussion.

D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

F. Conference with Legal Counsel: Existing Litigation - Justin Alexander Dew and Jam Daffodil Yu, Plaintiffs v. Department of Transportation (CALTRANS), County of Plumas, State of California, Robert B. Colletee, and DOES 1 through 50, inclusive, Defendants; Superior Court of California, County of Plumas, Case No. CV23-00264

G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

H. Conference with Legal Counsel: Claim against the County filed by Timothy Walker, received March 25, 2024.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, April 9, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 9, 2024

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Allen Hiskey, Clerk of the Board led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Item No. 3.A.2. has a typo $17,000.000 should be $17,000.00 correction made in the minutes.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Pastor George Tarlton offered a short prayer.
Public Comment ongoing concerns with a trailer park on Bell Lane, Quincy. Supervisor Goss stated that he will look into these concerns.
Jackie McLaughlin - made comments regarding gun control.
Mark Swertz commented on ordinance regarding recycling issues with IMD.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Sharon Sousa (Behavioral Health Director) - updated the Board on Re-Think Industries DUI Program is going to be shutting down.
CAO Lucero introduced the new County Librarian to the Board.
County Librarian Dora Mitchell makes comments.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

Lara Wheeler - updated the Board on the recent DFC Summit Meeting.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - (handout) https://plumascounty.us/ArchiveCenter/ViewFile/Item/18205
Arbor Day Celebration Planting Event and Seedling Give-Away (Handout) - https://plumascounty.us/ArchiveCenter/ViewFile/Item/18206
Dixie Fire Canopy Project (Handout) https://plumascounty.us/ArchiveCenter/ViewFile/Item/18207

C. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE
Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

No Report Provided.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. COUNTY CLERK RECORDER/REGISTRAR OF VOTERS

1) Certify the March 5, 2024 Presidential Primary Election results as attached in Official Final reports.

B. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Smith Power Products, Inc. for maintenance, inspection, and repair of County's emergency generator systems; effective May 1, 2024; not to exceed $25,000; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.

2) Approve and authorize Board Chair to waive facility-use fees for the Plumas Charter School Prom. General Fund impact.

3) Approve and authorize the Board Chair to waive facility-use fees for the Quincy High School prom. General Fund impact.

C. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter of support for an application to the Department of Transportation (Cal-Trans), for an encroachment permit for the Quincy Junior Senior Prom to be held at the Quincy Courthouse 520 Main Street (7:00 PM to 11:00 PM on May 11, 2024)

D. LIBRARY

1) Authorize the supplemental budget transfer to 20670/46070 for $250.00; supplemental expenditure account 20670/524510 Book(s) - SP Dept.Exp; No General Fund Impact; approved by Auditor/Controller

3. DEPARTMENTAL MATTERS

A. AUDITOR/CONTROLLER: 2023-2024 MID-YEAR BUDGET TRANSFERS - Martee Nieman

1) Approve and authorize supplemental budget transfer(s) of ($29,000.00) from District Attorney #70301 (Other Wages #51020/Retirement #51080) to (Regular Wages #51000) to cover the over-budget costs (COLA, Lump Sum); approved by Auditor/Controller. **Four/Fifths roll call vote**

   Motion: Approve and authorize supplemental budget transfer(s) of ($29,000.00) from District Attorney #70301 (Other Wages #51020/Retirement #51080) to (Regular Wages #51000) to cover the over-budget costs (COLA, Lump Sum); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
   Martee Graham presented.

2) Approve and authorize supplemental budget transfer(s) of ($17,000.00) from District Attorney/Alternative Sentencing #70307 (refuse disposal #520407/drug testing #524804/H20sewer) to (regular wages #51000/retirement #51080/FICA/Medicare OASDI) to cover the over-budget costs (COLA, Lump Sum, and vacation buy-back shortages); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($17,000.00) from District Attorney/Alternative Sentencing #70307 (refuse disposal #520407/drug testing #524804/H20sewer) to (regular wages #51000/retirement #51080/FICA/Medicare OASDI) to cover the over-budget costs (COLA, Lump Sum, and vacation buy-back shortages); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented.

3) Approve and authorize supplemental budget transfer(s) of ($9,358.00) from (General Fund #0001) to Library #20670 (Other Wages #51020) to cover the over-budget costs (covering unexpected increase due to County Librarian hours coming out of other wages); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($9,358.00) from (General Fund #0001) to Library #20670 (Other Wages #51020) to cover the over-budget costs (covering unexpected increase due to County Librarian hours coming out of other wages); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented.

4) Approve and authorize supplemental budget transfer(s) of ($625.04) from Library #20670 (Reimbursement/Refunds #46251) to (Books #524510) to cover the over-budget costs (Reimbursement from Trindel for books that were damaged due to a water leak); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($625.04) from Library #20670 (Reimbursement/Refunds #46251) to (Books #524510) to cover the over-budget costs (Reimbursement from Trindel for books that were damaged due to a water leak); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented.

5) Approve and authorize budget transfer(s) of ($13,854.00) from (#20675 and #51020) to (#20670 and #51020) to cover the over-budget costs (unexpected increase due to Librarian wages coming out of other wages); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize budget transfer(s) of ($13,854.00) from (#20675 and #51020) to (#20670 and #51020) to cover the over-budget costs (unexpected increase due to Librarian wages coming out of other wages); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented.

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize supplemental budget transfer(s) of ($800,000.00) from (Cash-Reserve #10147) to (Cash-Balance #10100) to cover the over-budget costs (change in billing systems); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($800,000.00) from (Cash-Reserve #10147) to (Cash-Balance #10100) to cover the over-budget costs (change in billing systems); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** None, **Seconded by** None.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sharon Sousa presented.

C. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize the Sheriff's Office to recruit and fill (eight) extra-help Boat Patrol Officers; (No General Fund Impact) as requested in the FY24/25 budget.

Motion: Approve and authorize the Sheriff's Office to recruit and fill (eight) extra-help Boat Patrol Officers; (No General Fund Impact) as requested in the FY24/25 budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
No one presented this item.

4. COUNTY ADMINISTRATIVE OFFICE

A. County Administrative Officer's Report

No Report Provided.

5. BOARD OF SUPERVISORS

A. Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 7, 2024; discussion and possible action.

Motion: Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on May 7, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. Correspondence

No Correspondence received.

C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Goss regarding matters related to County Government and including LAFCo, PMCC, and Abandoned Vehicle meetings attended.

D. APPOINTMENTS

1) Appoint Bill Cook to the Plumas County Behavioral Health Commission as recommended; discussion and possible action.

Motion: Appoint Bill Cook to the Plumas County Behavioral Health Commission as recommended; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

This item was pulled at the request of the County Administrative Officer.

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (1 case).

This item was pulled at the request of County Counsel.

C. Conference with Legal Counsel: Claim against the County filed by InterMountain Disposal, Inc. (IMD), received March 27, 2024.

D. Conference with Legal Counsel: Claim against the County filed by Trinity Blust, received March 28, 2024.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, April 16, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON APRIL 16, 2024

STANDING ORDERS

Due to the Coronavirus disease (COVID-19) Public Health Emergency, dated March 16, 2020, the County of Plumas is making several changes related to Board of Supervisors meetings to protect the public's health and prevent the disease from spreading locally.

The Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commissions, committees, boards, and councils, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. The public may participate as follows:

Live Stream of Meeting

Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Josh Brechtel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Sheriff Johns requested that item G.2. be removed from the Consent Agenda and discussed under Departmental Matters.
Julie White (Treasurer/Tax Collector) requested that item C.1 be moved under the Consent Agenda due to a conflicting time matter.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Bob Zernich made comments regarding the Memorial Day Celebration at the Veterans Memorial in Dame Shirley Plaza on Monday, May 27, 2024, at 10am. This year's celebration will honor the Korean War veterans.

Lori Beatley - read a letter to the Board with concerns regarding the feasibility study that is taking place regarding the merging of Public Health/Environmental Health.

Amber Hughes from Fire Safe Council presented a handout.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18219

Rose commented on concerns regarding Plumas County Animal Control over the weekend.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Sheriff Johns updated the Board on the Animal Control Shelter being full over the weekend, and thanked the entire Dispatch staff during National Dispatcher and Telecommunications week for a job well done, recognized Animal Control Staff for their efforts as well during Animal Control Officer week.

Sharon Sousa (Behavioral Health Director) introduced new employee Andrew Pound to the Board.

John Mannle (Public Works Director) received a retirement gift from the Board, and Chair Hagwood congratulated John on his dedication to the County.

Martee Graham - updated the Board why the FY 21/22 audit was not on the audit, the external auditing firm needed to verify the transit audit. They do not expect a long delay.

Tracey Ferguson - updated the Board on US Copper request for vested rights administration. BB&K memorandum is now posted on the Zoning Administrators website. She can provide hard copies for .10 a page reproduction rate by contacting her office, next Public Hearing will be May 8, 2024 at the Mineral Bldg. at the Fairgrounds.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble updated the Board on items attached in the following handout.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18218

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

Joseph Hoffman - presented a map of the recover and implementation and planning projects to the Board. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18223

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

CAO Lucero updated the Board on continuing issues that she is not ready to report on right now.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. AUDITOR/CONTROLLER

1) Approve and authorize Auditor-Controller to recruit and fill, funded and allocated, vacant 29 hour FTE extra help; not to exceed 1560 per 12-month period of November 1, 2024 - October 31, 2024 (General Fund Impact) as approved in FY23/24 budget.

B. INFORMATION TECHNOLOGY

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Logik Systems, Inc. for E-Discovery/PRA software; effective April 16, 2024 (first payment will be due July 1, 2024); not to exceed $22,000.00; (General Fund Impact) as requested in (FY24/25) budget; approved as to form by County Counsel.

C. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign amendment no.2 to the agreement between Plumas County Behavioral Health and Kings View Professional Services to replace the current Exhibit D version with the new Exhibit D in support of the new County's Electronics Health Records Systems Go Live Date; (No General Fund Impact) costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter-Yuba Behavioral Health for acute inpatient, psychiatric health facility services; effective March 1, 2024; not to exceed $49,999.99; (No General Fund Impact) Costs associated with this matter are covered by a combination of state and federal funds; approved as to form by County Counsel.

D. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Universal Flooring, Inc to replace carpeting and linoleum at the Quincy Library; work to be completed by June 30, 2024; not to exceed $43,442.00; (General Fund Impact) as appropriated at January 16, 2024 Board of Supervisors meeting 20120/540110; approved as to form by County Counsel.

2) Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Facility Services and Plumas County Glass because recent repairs exceed original contract value of $4,000; (General Fund Impact) contract is an as-needed contract so it is unknown if there will be further impact apart from the recent invoices; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Co. to repair the elevator at the Permit Center; work to be completed by June 30, 2024; not to exceed $46,332.97; (General Fund Impact) as approved in FY23/24 budget 20120 / 540110; approved as to form by County Counsel.

E. SOLID WASTE

1) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to the Agreement between Plumas County Public Works and InterMountain Disposal for Labor and Materials in the upcoming tire amnesty events; No General Fund Impact; Approved as to form by County Counsel.

2) Approve and authorize Chair and Director of Public Works to sign Amendment No. 1 to Agreement between Plumas County Public Works and Vestra Resources, Inc. adding an additional task and increasing compensation by $4,400; No General Fund Impact; approved as to form by County Counsel.

F. ASSESSOR'S OFFICE

1) Approve Contract for The Move-It Company to transport a copier where the lease has expired. Approved as to form by County Counsel.

G. SHERIFF'S OFFICE

1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant 1 (one) extra-help Court Security; not to exceed 29 hours per week; (No General Fund Impact) in FY23/24 budget.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2024 by a total of $40,000.00. Discussion and possible action. **(Four/Fifths Vote)**

Motion: Consider Approval of a Supplemental Budget Request to Increase Special Department Expense (524400), Professional Services Expense (521900), and Transfers Out Expense (528000) Using Projected Fund Balance as of June 30, 2024 by a total of $40,000.00. Discussion and possible action. **(Four/Fifths Vote)**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. PLANNING - Tracey Ferguson

1) **10:00AM TIME CERTAIN - PUBLIC HEARING:** Introduce and waive the first reading of an **ORDINANCE** of the County of Plumas, State of California, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: 10:00AM TIME CERTAIN - PUBLIC HEARING: Introduce and waive the first reading of an **ORDINANCE** of the County of Plumas, State of California, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4; approved as to form by County Counsel; discussion and possible action. **Including HOA addition, and schedule for May 7, 2024; Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented.
Clint Koble commented.

B. PUBLIC WORKS/ROAD DEPARTMENT - John Mannle

1) **PUBLIC HEARING**
Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA; discussion and possible action.

Motion: PUBLIC HEARING
Consideration of a Request for the Board of Supervisors to Vacate (Abandon) a portion of the cul-de-sac along Sherman Rd, Chester, CA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented

C. TREASURER-TAX COLLECTOR - Julie White

1) Authorize the Sierra Valley Volunteer Fire Protection District to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action.

This item was moved under Department Head Announcements at the request of the Treasurer-Tax Collector.

Motion: Authorize the Sierra Valley Volunteer Fire Protection District to withdraw funds from the County Treasury Pool and determine a mutually acceptable date of withdrawal; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Julie White presented.

D. PUBLIC HEALTH AGENCY - Nicole Reinert

1) Approve and authorize the supplemental budget of $51,998.00 from State Title III (AAA) 44213 to Other wages 51020, rollover funds from FY22/23 to be applied to FY23/24; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize the supplemental budget of $51,998.00 from State Title III (AAA) 44213 to Other wages 51020, rollover funds from FY22/23 to be applied to FY23/24; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented.

2) Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position. (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8608** to amend Fiscal Year 2023-24 Plumas County Position Allocation for the Public Health Agency, Budget Unit 70560, and authorize the Public Health Agency to recruit and hire to fill the position. (No General Fund Impact); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Nicole Reinert presented.

E. FACILITY SERVICES - Robert McAdams

1) Approve and authorize supplemental budget transfer of $70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of $70,000 from General Fund to Facility Services dept #20120-527802 - Electric Charges to cover the over-budget costs due to a substantial increase in electricity costs; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob McAdams presented.

2) Adopt **RESOLUTION** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8910** authorizing the Director of Airports or the County Administrative Officer to sign ground leases for Plumas County's Airports in Quincy, Chester, and Beckwourth; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob McAdams presented.

F. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Plumas County Sheriff's Office/Animal Services to accept up to $40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers.

Motion: Approve and authorize Plumas County Sheriff's Office/Animal Services to accept up to $40,000 donation from High Sierra Animal Rescue for the purpose of providing spay/neuter vouchers., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

2) Adopt **RESOLUTION** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget [70380 / 51000]); approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8609** Plumas County Sheriff's Office Hiring Incentive Signing Bonus Agreement for Correctional Officer I/II; (General Fund Impact) as requested in (FY24/25 budget [70380 / 51000]); approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented. He also thanked County Counsel for their hard-work on getting this on the agenda.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero informed the Board that she will be at the CSAC Conference from April 16-19, 2024.

B. Direction to staff for applying to the Rural Leaders for Economic Mobility Program; discussion and possible action.

Motion: Appoint Supervisor Goss, and CAO Lucero to the Rural Leaders for Economic Mobility Program; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presented.

C. Approve and authorize supplemental budget transfer(s) of ($300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($300,000.00) from (General Fund 0001#) to (Litigation 20020/521901) to cover the over-budget costs (Consent Decree); approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presented.

D. Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed $85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign the III Amendment to a contract agreement between Plumas County CAO and Clifton, Larson & Allen (CLA) accounting firm; effective April 16, 2024; not to exceed $85,000; (General Fund Impact) as an out-of-budget request from General Fund (0001) ;approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presented.
Marteee Graham commented.

E. Approve and authorize supplemental budget transfer(s) of ($85,000) from (General Fund #0001) to (General Services #20020 #521901 Litigation) to cover the over-budget costs due to Contract time ending prior to fiscal year-end; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of ($85,000) from (General Fund #0001) to (General Services #20020 #521901 Litigation) to cover the over-budget costs due to Contract time ending prior to fiscal year-end; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presented.

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Goss received correspondence regarding proposed solar field on Stampfli Lane meeting to be held on June 6, 2024.

Supervisor Hagwood received correspondence regarding attending the Transportation Committee meeting,

Supervisor Engel received correspondence regarding attending the Grizzly CSD meeting.

Supervisor McGowan received correspondence regarding he will be attending the CSAC Legislative Conference on April 16-19, 2024 in Sacramento.

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

This item was handled in correspondence.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

B. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 7, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker position in the Graeagle Maintenance District; due to resignation; No General Fund impact.**

Recommendation:
The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Road Maintenance Worker in the Graeagle Maintenance District.

Background and Discussion:
One (1) FTE Road Maintenance Worker has resigned from the Graeagle Maintenance District effective April 19, 2024.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY23/24 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker position in the Graeagle Maintenance District. No General Fund impact.

Fiscal Impact:

No impact to General Fund. Budgeted via Road Fund

Attachments:
1. CRITICAL STAFFING QUEST Road Maint Worker 10-23
2. Department Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Road Maintenance Worker I/II

_ Is there a legitimate business, statutory or financial justification to fill the position?
Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.

_ Why is it critical that this position be filled at this time?
Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.

_ How long has the position been vacant?
Over one month.

_ Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 23/24 budget includes funds for this position.

_ What are staffing levels at other counties for similar departments and/or positions?
No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

_ What core function will be impacted without filling the position prior to July 1? **N/A**
What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

_ A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

_ Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

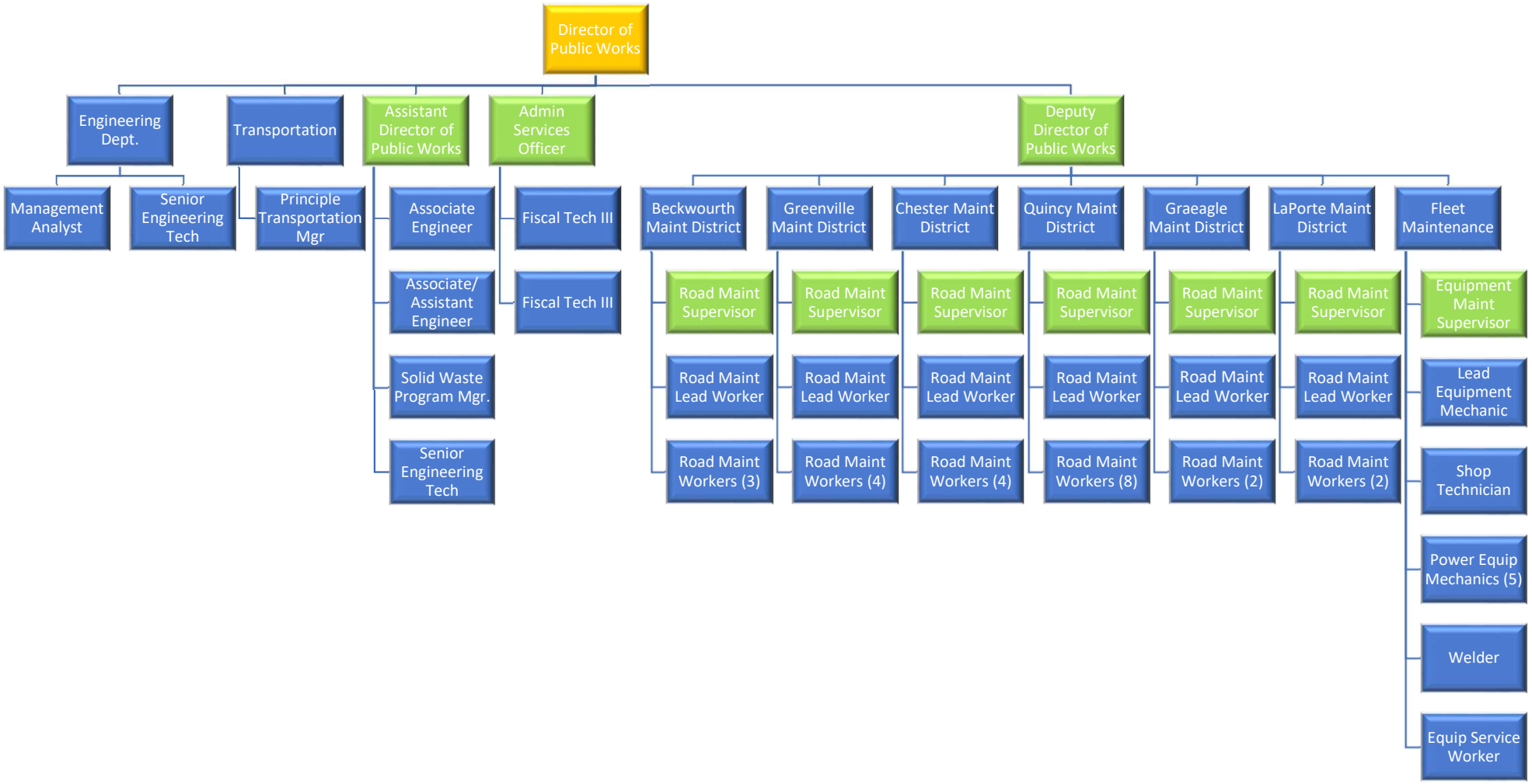
_ Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

_ Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

_ Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

20/21 $0 21/22 $0 22/23 $0

df 4/24/23


Director of Public Works
Engineering Dept.
Transportation
Assistant Director of Public Works
Admin Services Officer
Deputy Director of Public Works
Management Analyst
Senior Engineering Tech
Principle Transportation Mgr
Associate Engineer
Associate/ Assistant Engineer
Solid Waste Program Mgr.
Senior Engineering Tech
Fiscal Tech III
Fiscal Tech III
Beckwourth Maint District
Greenville Maint District
Chester Maint District
Quincy Maint District
Graeagle Maint District
LaPorte Maint District
Fleet Maintenance
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (3)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (4)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (8)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Road Maint Supervisor
Road Maint Lead Worker
Road Maint Workers (2)
Equipment Maint Supervisor
Lead Equipment Mechanic
Shop Technician
Power Equip Mechanics (5)
Welder
Equip Service Worker

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" between Plumas County Public Works and MGE Engineering, Inc.; No General Fund Impact; approved as to form by County Counsel.**

Recommendation:

The Acting Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Professional Services Agreement between the County of Plumas and MGE Engineering, Inc. for On-call Engineering Services for Transportation Improvement Projects in the amount of not-to-exceed $1,350,000.

Background and Discussion:

The County of Plumas, through its Department of Public Works, participates in regional, state and federal programs in a manner similar to other County agencies throughout the State that are recipient of state and/or federal highway funds. The Department of Public Works requires qualified engineering firms with experience in civil engineering services for design, construction and maintenance projects.

Services may include, but are not limited to road construction, road widening, bridge replacement, bridge rehabilitation, bike paths, traffic calming, peer review, hydraulic analysis, engineering survey, and record-keeping.

The project contract shall include a base contract. The specific scope of work for each task or project will be identified and established in the future, and with specific work to be accomplished through the issuance of individual Task Orders, which include the specific Scope of Work, a not-to-exceed Fee Amount and a Timetable of Deliverables for each Task.

The Plumas County Public Works Department has secured funding for civil engineering work for over a dozen bridge projects and numerous emergency road repair and drainage improvements projects.

The proposed agreement is for a term of three (3) years and the total of all Task Orders is not to exceed $1,350,000. The selection of MGE Engineering, Inc. as the most highly qualified firm represents the culmination of the consultant selection process which began January 25, 2024 with the call for Statements of Qualifications. Two (2) firms submitted proposals which were reviewed and evaluated by a selection committee in March 2024.

The selection committee, appointed by the Public Works Director, was comprised of two members of the Engineering Division of Public Works.

The work slated to be performed by this Agreement will be funded primarily from State and Federal Local Assistance programs which are between 88.53% - 100% reimbursable. All work performed under this agreement will be for projects which are included within the Department of Public Works budget.

The attached Professional Services Agreement has been approved as to form by County Counsel's Office.

Action:

Approve and authorize Chair to sign Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” between Plumas County Public Works and MGE Engineering, Inc.; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. MGE On-Call Contract 2024 signed by CC & Consultant

ON-CALL ENGINEERING SERVICES AGREEMENT

(For Local Assistance Federal-Aid Projects)

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ARTICLE I INTRODUCTION

A. This AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:
MGE ENGINEERING, INC.

Incorporated in the State of California
The Project Manager for the "CONSULTANT" will be Robert Sennett
The name of the "LOCAL AGENCY" is as follows:
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

The Contract Administrator for LOCAL AGENCY will be Rob Thorman

B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated 3/25/24. The approved CONSULTANT's Cost Proposal is attached hereto Attachment 1 and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.

C. CONSULTANT agrees to the fullest extent permitted by law, to indemnify, protect, defend, and hold harmless LOCAL AGENCY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or willful misconduct of LOCAL AGENCY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of the LOCAL AGENCY.

E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.

F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against the LOCAL AGENCY. based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.

G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from the LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.

H. CONSULTANT shall be as fully responsible to the LOCAL AGENCY for the negligent acts and omissions of its contractors and subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same manner as persons directly employed by CONSULTANT.

I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II CONSULTANT'S REPORTS OR MEETINGS

A. CONSULTANT shall submit progress reports on each specific project in accordance with the Task Order. These reports shall be submitted at least once a month. The report should be sufficiently detailed for LOCAL AGENCY's Contract Administrator or Project Coordinator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator or Project Coordinator, as needed, to discuss progress on the project(s).

ARTICLE III STATEMENT OF WORK

A. CONSULTANT Services

The scope of work during the term of the primary project contract may, at the sole option of the Director of Public Works, include on-call civil and construction engineering services to be performed for other Plumas County projects (including that of other County departments or dependent special districts) that may be under the administrative jurisdiction of (or under agreement with) other Plumas County departments.

The project(s) shall be implemented by a base contract, with the specific scope of work identified and established, on an as-requested basis, through issuance of a contract amendment and a not-to-exceed fee, and a project or task schedule to be negotiated at the time of issuance of the contract amendment.

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B. Right of Way
Right of Way needs and requirements are to be determined and shown by CONSULTANT.

C. Surveys
The CONSULTANT has the responsibility for performing preliminary surveys.

D. Subsurface Investigations
Shorings or other specialized services are to be made by others under the supervision of CONSULTANT, under appropriate provisions to be incorporated. Archaeological testing and data recovery guidance are in the Standard Environmental Reference.

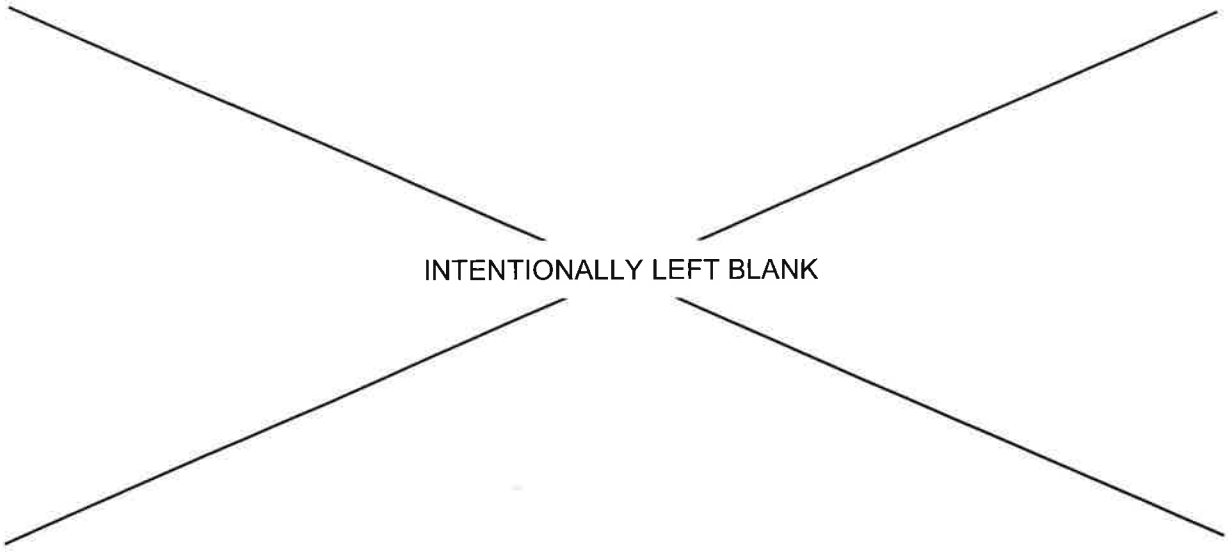
E. Local Agency Obligations
All data applicable to the project and in possession of LOCAL AGENCY, another agency, or government agency that are to be made available to CONSULTANT are referred to in the AGREEMENT. Any other assistance or services to be furnished to CONSULTANT are to be stated clearly.

F. Conferences, Site Visits, Inspection of Work
This AGREEMENT provides for conferences as needed, visits to the site, and inspection of the work by representatives of the LOCAL AGENCY, State, and/or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

G. Checking Shop Drawings
Shop drawing review services to be provided by CONSULTANT per the attached rate sheet.

H. CONSULTANT Services During Construction
The extent, if any of CONSULTANT's services during the course of construction as material testing, construction surveys. etc., are specified in the AGREEMENT together with the method of payment for such services.

I. Documentation and Schedules
AGREEMENTs where appropriate, shall provide that CONSULTANT document the results of the work to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA. This may include preparation of progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the AGREEMENT objectives.



J. Deliverables and Number of Copies
The number of copies or documents to be furnished, such as reports, brochures, sets of plans, specifications, or Right of Way parcel maps shall be specified. Provision may be made for payment for additional copies.

ARTICLE IV PERFORMANCE PERIOD

A. This AGREEMENT shall go into effect on 4/16/24, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on 4/16/27, unless extended by AGREEMENT amendment.

B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

C. The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the expiration date of this AGREEMENT, the terms of the AGREEMENT shall be extended by AGREEMENT amendment prior to the expiration of the contract to cover the time needed to complete the task order in progress only. The maximum term shall not exceed five (5) years.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.

B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.

C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.

D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.

CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.

F. Reimbursement for transportation and subsistence costs shall not exceed State rates.

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G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.

J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.

K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
Contract Administrator: Rob Thorman
1834 E Main St - Quincy, CA 95971

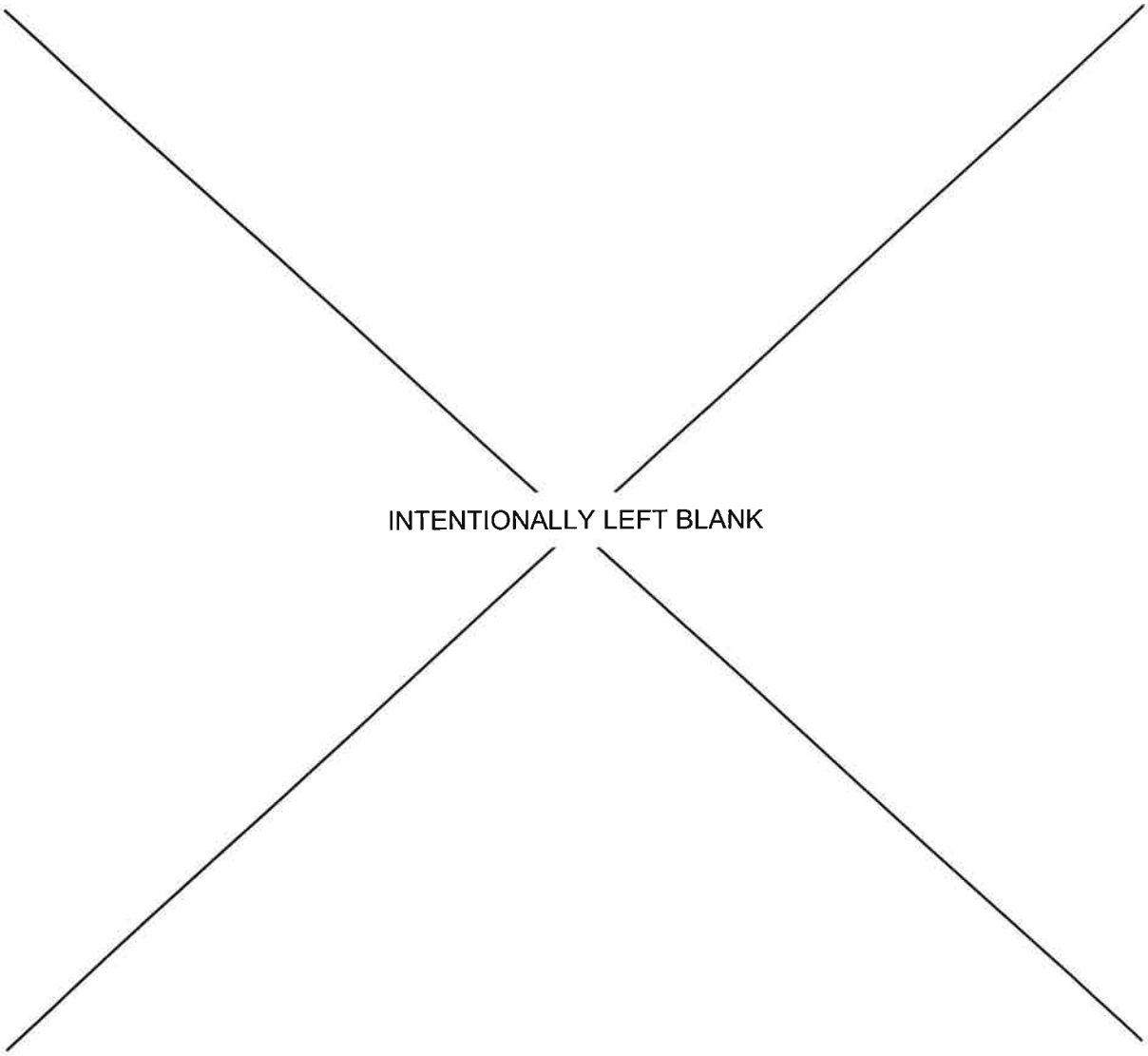
L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.

N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT nor to exceed the scope of work under this AGREEMENT.

P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed $1,350,000. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.



ARTICLE VI TERMINATION

A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

Notwithstanding

B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.

C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by the LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and the LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due to the LOCAL AGENCY from CONSULTANT is determined.

D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.

B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.

D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

ARTICLE VIII RETENTION OF RECORD/AUDITS

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT, Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

ARTICLE IX AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.

b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.

c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.

2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.

4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

ARTICLE X SUBCONTRACTING

A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.

C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.

D. CONSULTANT shall pay its Subconsultants within Fifteen (15) calendar days from receipt of each payment made to the CONSULTANT by the LOCAL AGENCY.

E. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

F. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

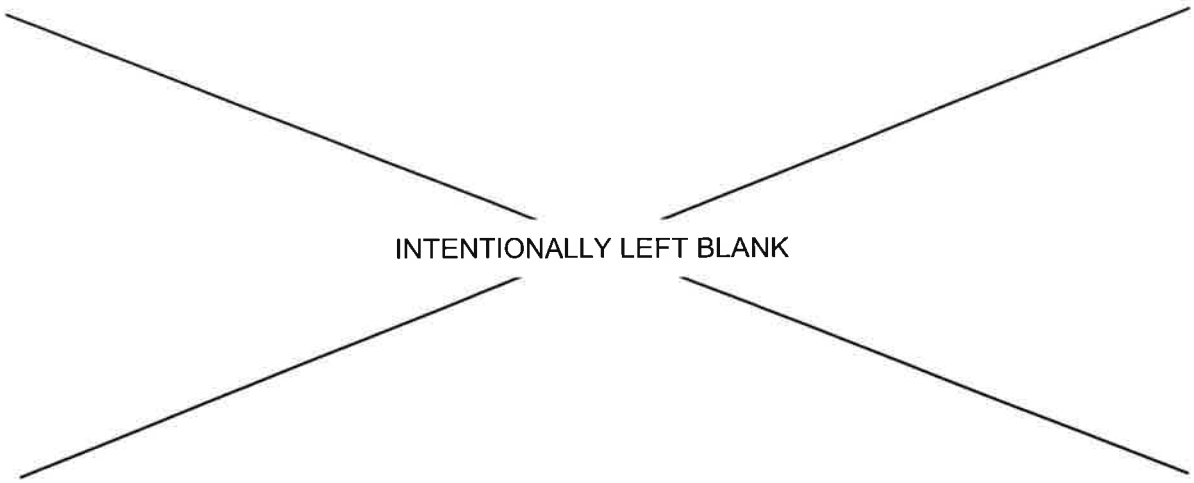
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subconsultants.

G. Prompt Payment of Withheld Funds to Subconsultants

The LOCAL AGENCY may hold retainage from CONSULTANT and shall make prompt and regular incremental acceptances of portions, as determined by the LOCAL AGENCY, of the contract work, and pay retainage to CONSULTANT based on these acceptances. The LOCAL AGENCY shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by CONSULTANT or subconsultant to a subconsultant.

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Method 2: No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. Any retainage kept by CONSULTANT or by a subconsultant must be paid in full to the earning subconsultant within 15 days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.



Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES

A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars ($5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars ($5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.

C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:

1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars ($5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.

2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars ($5,000) is credited to the project.

ARTICLE XII STATE PREVAILING WAGE RATES

A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.

B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (https://dot.ca.gov/programs/construction/labor-compliance). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.

C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at http://www.dir.ca.gov.

D. Payroll Records

1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONSULTANT or Subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

    a. The information contained in the payroll record is true and correct.

    b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.

2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:

    a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

    b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.

c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.

3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.

5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or Subconsultant.

4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:

    a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.

    b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.

    c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.

    d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.

6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars ($25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars ($30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.

2. CONSULTANTs and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at https://www.dir.ca.gov/das/, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

ARTICLE XIII CONFLICT OF INTEREST

A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.

B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure.

C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars ($100,000), and that all such subrecipients shall certify and disclose accordingly.

ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE

A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR § 8103.

B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2

CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.

E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.

G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.

I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the LOCAL AGENCY components of the DBE Program Plan, CONSULTANT, subrecipient or subconsultant will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION

A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
3. Does not have a proposed debarment pending; and

4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

C. Exceptions to the Federal Government excluded parties (https://sam.gov/content/home) maintained by the U.S. General Services Administration are to be determined by FHWA.

ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

A. CONSULTANT, subrecipient (LOCAL AGENCY), or subconsultant shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the LOCAL AGENCY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subconsultants and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at https://dot.ca.gov/programs/civil-rights/dbe-search.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTs who enter into a federally-funded agreement will assist the LOCAL AGENCY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 15% . Participation by DBE CONSULTANT or subconsultants shall be in accordance with information contained in Exhibit 10-O2: Consultant Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE *goal*. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: Proposer/Contractor Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT, subrecipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subconsultants

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT or DBE subconsultant obtains the LOCAL AGENCY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the LOCAL AGENCY. Unless the LOCAL AGENCY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE Commitment form.

Termination of DBE Subconsultants

After execution of the AGREEMENT, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the LOCAL AGENCY:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The LOCAL AGENCY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the LOCAL AGENCY's bond requirements.
3. Work requires a consultant's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.

6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The LOCAL AGENCY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
    - One or more above listed justifiable reasons along with supporting documentation.
    - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice
    - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the LOCAL AGENCY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
    a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
    b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
        - Description of scope of work and cost proposal

- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
- Revised Exhibit 10-O2: Consultant Contract DBE Commitment

2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFEs to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
    - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
    - Solicitations of DBEs for performance of work identified
    - Correspondence with interested DBEs that may have included contract details and requirements
    - Negotiation efforts with DBEs that reflect why an agreement was not reached
    - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
    - Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
    - Additional documentation that supports CONSULTANT's GFE

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The LOCAL AGENCY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The LOCAL AGENCY shall request CONSULTANT to:

1. **Notify the LOCAL AGENCY's contract administrator or designated representative of any changes to its anticipated DBE participation**
2. **Provide this notification before starting the affected work**
3. **Maintain records including:**
    - **Name and business address of each 1st-tier subconsultant**
    - **Name and business address of each DBE subconsultant, DBE vendor, and DBE trucking company, regardless of tier**
    - **Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment)**

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the LOCAL AGENCY. On work completion, CONSULTANT shall complete Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certification Status Change and submit the form to the LOCAL AGENCY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the LOCAL AGENCY within 90 days of contract acceptance. The LOCAL AGENCY will withhold $10,000 until the form is submitted. The LOCAL AGENCY will release the withhold upon submission of the completed form.

In the LOCAL AGENCY's reports of DBE participation to Caltrans, the LOCAL AGENCY must display both commitments and attainments.

G. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONSULTANT must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONSULTANT must provide written notification to the LOCAL AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONSULTANT shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONSULTANT must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the LOCAL AGENCY

these quarterly evaluations and validations by the 5th of the month for the previous three months of work.

CONSULTANT must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The LOCAL AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional LOCAL AGENCY evaluations. The LOCAL AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The LOCAL AGENCY will provide written notice to the CONSULTANT and the DBE at least two (2) business days prior to any evaluation. The CONSULTANT and the DBE must participate in the evaluation. Upon completing the evaluation, the LOCAL AGENCY must share the evaluation results with the CONSULTANT and the DBE. An evaluation could include items that must be remedied upon receipt. If the LOCAL AGENCY determines the DBE is not performing a CUF, the CONSULTANT must suspend performance of the noncompliant work.

CONSULTANT and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONSULTANT and/or the LOCAL AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONSULTANT must immediately suspend performance of the noncompliant portion of the work. LOCAL AGENCY may deny payment for the noncompliant portion of the work. LOCAL AGENCY will ask the CONSULTANT to submit a corrective action plan (CAP) to the LOCAL AGENGY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONSULTANT will correct the noncompliance findings for the remaining portion of the DBE's work. LOCAL AGENCY has five (5) days to review the CAP in conjunction with the CONSULTANT's review. The CONSULTANT must implement the CAP within five (5) days of the LOCAL AGENCY's approval. The LOCAL AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONSULTANT may have good cause to request termination of the DBE.

H. **A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.**

I. **If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work**

of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

K. If a DBE subconsultant is decertified during the life of the AGREEMENT, the decertified subconsultant shall notify CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the AGREEMENT, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to LOCAL AGENCY's Contract Administrator within thirty (30) calendar days.

L. For projects awarded on or after March 1, 2020, but before September 1, 2023: after submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant must complete and email Exhibit 9-F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to local administering agencies.

   For projects awarded on or after September 1, 2023: Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract. If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

ARTICLE XIX INSURANCE

A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars ($1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

   1. That the insurer will not cancel the insured's coverage without thirty (30) calendar days prior written notice to LOCAL AGENCY.
   2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this AGREEMENT are concerned.
   3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this AGREEMENT. In the event said insurance coverage expires at any time or times during the term of this AGREEMENT, CONSULTANT agrees to provide at least thirty (30) calendar days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the AGREEMENT, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

ARTICLE XX FUNDING REQUIREMENTS

A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

ARTICLE XXI CHANGE IN TERMS

A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.

B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.

C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written approval by LOCAL AGENCY's Contract Administrator.

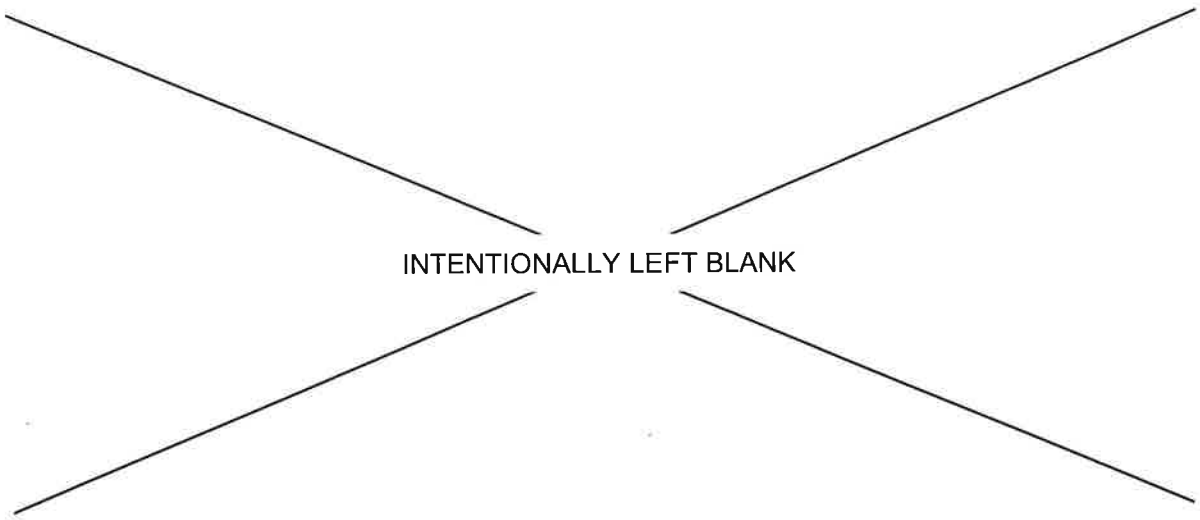
ARTICLE XXII CONTINGENT FEE

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing

business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XXIII DISPUTES

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.



B. Not later than thirty (30) calendar days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.

ARTICLE XXIV INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

ARTICLE XXV SAFETY

A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

ARTICLE XXVI OWNERSHIP OF DATA

A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of the LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, the LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to the LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to the LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by the LOCAL AGENCY.

B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the LOCAL AGENCY without restriction or limitation upon its use or dissemination by the LOCAL AGENCY.

C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by the LOCAL AGENCY for another project or project location shall be at the LOCAL AGENCY's sole risk.

D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY.

Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

ARTICLE XXVIII CONFIDENTIALITY OF DATA

A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.

B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.

D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.

E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity, other than LOCAL AGENCY, Caltrans, and/or FHWA. All of the materials prepared or assembled by CONSULTANT pursuant to performance of this Contract are confidential and CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the LOCAL AGENCY or except by court order. If CONSULTANT or any of its officers, employees, or subcontractors does voluntarily provide information in violation of this Contract, LOCAL AGENCY has the right to reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the information, including, but not limited to, County's attorney's fees and disbursements, including without limitation experts' fees and disbursements.

ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXX EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

ARTICLE XXXI PROMPT PAYMENT

A. PROMPT PAYMENT FROM LOCAL AGENCY TO CONSULTANT

The LOCAL AGENCY shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the LOCAL AGENCY fails to pay promptly, the LOCAL AGENCY shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the LOCAL AGENCY shall act in accordance with both of the following:

(1) The LOCAL AGENCY shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.

(2) The LOCAL AGENCY must return any payment request deemed improper by the LOCAL AGENCY to the CONSULTANT as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. PROMPT PAYMENT CERTIFICATION

For projects awarded on or after September 1, 2023: the CONSULTANT must now submit Exhibit 9-P to the LOCAL AGENCY administering the contract by the 15th of the month following the month of any payment(s). If the CONSULTANT does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

The LOCAL AGENCY must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. The LOCAL AGENCY must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the CONSULTANT.

ARTICLE XXXII TITLE VI ASSURANCES

APPENDICES A - E of the TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if appliable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:

a. *for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
b. *for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.*]

APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.

e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

    ii. cancellation, termination or suspension of the Agreement, in whole or in part.

f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C
CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on,

over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of

public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

ARTICLE XXXIII NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:
MGE ENGINEERING, INC.
Robert Sennett ,Project Manager
7415 Greenhaven Dr #100
Sacramento, CA 95831

LOCAL AGENCY:
PLUMAS COUNTY DEPT OF PUBLIC WORKS
Rob Thorman , Contract Administrator
1834 E Main St
Quincy, CA 95971

ARTICLE XXXIV CONTRACT

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

ARTICLE XXXV SIGNATURES

CONTRACTOR:

MGE Engineering Inc., a California Corporation

By: _____
Name: Robert E, Sennett
Title: Vice President
Date signed: 4/24/2024

By: _____
Name: Fred Huang
Title: Chief Financial Officer
Date signed: 4/23/2024

COUNTY:

County of Plumas, a political subdivision of the State of California

By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed: _____

Approved as to form:
Craig Settlemire
Counsel

ATTACHMENT 1

COST PROPOSAL / RATE SHEET

COST PROPOSAL - Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(NON- PREVAILING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. [X] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Project No. Plumas County On-Call Contract No. _____ Participation Amount $ N/A Date 4/4/2024

For Combined Rate								
	Fringe Benefit % + General &Administrative %				=	Combined ICR %		
	OR							
For Home Office Rate								
	Fringe Benefit	47.32%	+	General &Administrative	109.76%	=	Home Office ICR	157.08%
For Field Office Rate								
	Fringe Benefit	48.51%	+	General &Administrative	77.56%	=	Field Office ICR	126.07%

	Fee	=	10%

BILLING INFORMATION CALCULATION INFORMATION

Name/Job Title/Classification1	Hourly Billing Rates[2] Straight[3]	To(1.5x)	To(2x)	Effective date of hourly rate From	To	Actual or Avg. hourly rate[4]	% or $ increase	Hourly range – for Classification only
H. Fred Huang, PE	$ 480.74	NA	NA	3/1/2024	12/31/2024	$ 170.00	0%	Not Applicable
President	$ 504.78	NA	NA	1/1/2025	12/31/2025	$ 178.50	5%	
	$ 530.02	NA	NA	1/1/2026	12/31/2026	$ 187.43	5%	
	$ 556.52	NA	NA	1/1/2027	12/31/2027	$ 196.80	5%	
	$ 584.34	NA	NA	1/1/2028	12/31/2028	$ 206.64	5%	
Robert Sennett, PE, SE*	$ 361.97	NA	NA	3/1/2024	12/31/2024	$ 128.00	0%	Not Applicable
Principal Engineer	$ 380.07	NA	NA	1/1/2025	12/31/2025	$ 134.40	5%	
	$ 399.07	NA	NA	1/1/2026	12/31/2026	$ 141.12	5%	
	$ 419.02	NA	NA	1/1/2027	12/31/2027	$ 148.18	5%	
	$ 439.98	NA	NA	1/1/2028	12/31/2028	$ 155.58	5%	
Nader Tammanie, PE	$ 361.97	NA	NA	3/1/2024	12/31/2024	$ 128.00	0%	Not Applicable
Principal Engineer	$ 380.07	NA	NA	1/1/2025	12/31/2025	$ 134.40	5%	
	$ 399.07	NA	NA	1/1/2026	12/31/2026	$ 141.12	5%	
	$ 419.02	NA	NA	1/1/2027	12/31/2027	$ 148.18	5%	
	$ 439.98	NA	NA	1/1/2028	12/31/2028	$ 155.58	5%	

Kang Chen, PE	$ 328.03	NA	NA	3/1/2024	12/31/2024	$ 116.00	0%	Not Applicable
Principal Engineer	$ 344.44	NA	NA	1/1/2025	12/31/2025	$ 121.80	5%	
	$ 361.66	NA	NA	1/1/2026	12/31/2026	$ 127.89	5%	
	$ 379.74	NA	NA	1/1/2027	12/31/2027	$ 134.28	5%	
	$ 398.73	NA	NA	1/1/2028	12/31/2028	$ 141.00	5%	
Stephen Hawkins, PE, QSD*	$ 282.79	NA	NA	3/1/2024	12/31/2024	$ 100.00	0%	Not Applicable
Supervising Engineer	$ 296.93	NA	NA	1/1/2025	12/31/2025	$ 105.00	5%	
Project Manager	$ 311.77	NA	NA	1/1/2026	12/31/2026	$ 110.25	5%	
	$ 327.36	NA	NA	1/1/2027	12/31/2027	$ 115.76	5%	
	$ 343.73	NA	NA	1/1/2028	12/31/2028	$ 121.55	5%	
Martin McIlroy, PE, PG, CEG*	$ 268.65	NA	NA	3/1/2024	12/31/2024	$ 95.00	0%	Not Applicable
Supervising Engineer/Geologist	$ 282.08	NA	NA	1/1/2025	12/31/2025	$ 99.75	5%	
	$ 296.19	NA	NA	1/1/2026	12/31/2026	$ 104.74	5%	
	$ 310.99	NA	NA	1/1/2027	12/31/2027	$ 109.97	5%	
	$ 326.54	NA	NA	1/1/2028	12/31/2028	$ 115.47	5%	
Mark Salmon, PE, SE	$ 325.21	NA	NA	3/1/2024	12/31/2024	$ 115.00	0%	Not Applicable
Supervising Engineer	$ 341.47	NA	NA	1/1/2025	12/31/2025	$ 120.75	5%	
	$ 358.54	NA	NA	1/1/2026	12/31/2026	$ 126.79	5%	
	$ 376.47	NA	NA	1/1/2027	12/31/2027	$ 133.13	5%	
	$ 395.29	NA	NA	1/1/2028	12/31/2028	$ 139.78	5%	
Joe Siemers, PE, QSD *	$ 243.20	NA	NA	3/1/2024	12/31/2024	$ 86.00	0%	Not Applicable
Senior Construction Manager	$ 255.36	NA	NA	1/1/2025	12/31/2025	$ 90.30	5%	
	$ 268.13	NA	NA	1/1/2026	12/31/2026	$ 94.82	5%	
	$ 281.53	NA	NA	1/1/2027	12/31/2027	$ 99.56	5%	
	$ 295.61	NA	NA	1/1/2028	12/31/2028	$ 104.53	5%	
Wesley Sennett, PE, SE*	$ 248.85	NA	NA	3/1/2024	12/31/2024	$ 88.00	0%	Not Applicable
Senior Engineer	$ 261.30	NA	NA	1/1/2025	12/31/2025	$ 92.40	5%	
	$ 274.36	NA	NA	1/1/2026	12/31/2026	$ 97.02	5%	
	$ 288.08	NA	NA	1/1/2027	12/31/2027	$ 101.87	5%	
	$ 302.48	NA	NA	1/1/2028	12/31/2028	$ 106.96	5%	
Danny Vang, PE, SE	$ 271.48	NA	NA	3/1/2024	12/31/2024	$ 96.00	0%	Not Applicable
Senior Engineer	$ 285.05	NA	NA	1/1/2025	12/31/2025	$ 100.80	5%	
	$ 299.30	NA	NA	1/1/2026	12/31/2026	$ 105.84	5%	
	$ 314.27	NA	NA	1/1/2027	12/31/2027	$ 111.13	5%	
	$ 329.98	NA	NA	1/1/2028	12/31/2028	$ 116.69	5%	
Eric Monzon, PE	$ 254.51	NA	NA	3/1/2024	12/31/2024	$ 90.00	0%	Not Applicable
Senior Engineer	$ 267.23	NA	NA	1/1/2025	12/31/2025	$ 94.50	5%	
	$ 280.60	NA	NA	1/1/2026	12/31/2026	$ 99.23	5%	
	$ 294.63	NA	NA	1/1/2027	12/31/2027	$ 104.19	5%	
	$ 309.36	NA	NA	1/1/2028	12/31/2028	$ 109.40	5%	

Bradley Reichel, PE, QSD*	$ 240.37	NA	NA	3/1/2024	12/31/2024	$ 85.00	0%	Not Applicable
Senior Engineer	$ 252.39	NA	NA	1/1/2025	12/31/2025	$ 89.25	5%	
	$ 265.01	NA	NA	1/1/2026	12/31/2026	$ 93.71	5%	
	$ 278.26	NA	NA	1/1/2027	12/31/2027	$ 98.40	5%	
	$ 292.17	NA	NA	1/1/2028	12/31/2028	$ 103.32	5%	
James Patrick, PE	$ 217.75	NA	NA	3/1/2024	12/31/2024	$ 77.00	0%	Not Applicable
Senior Engineer	$ 228.63	NA	NA	1/1/2025	12/31/2025	$ 80.85	5%	
	$ 240.07	NA	NA	1/1/2026	12/31/2026	$ 84.89	5%	
	$ 252.07	NA	NA	1/1/2027	12/31/2027	$ 89.14	5%	
	$ 264.67	NA	NA	1/1/2028	12/31/2028	$ 93.59	5%	
Peter Zhao, PE	$ 203.61	NA	NA	3/1/2024	12/31/2024	$ 72.00	0%	Not Applicable
Associate Engineer	$ 213.79	NA	NA	1/1/2025	12/31/2025	$ 75.60	5%	
	$ 224.48	NA	NA	1/1/2026	12/31/2026	$ 79.38	5%	
	$ 235.70	NA	NA	1/1/2027	12/31/2027	$ 83.35	5%	
	$ 247.49	NA	NA	1/1/2028	12/31/2028	$ 87.52	5%	
Jason Herberg, PE	$ 192.30	NA	NA	3/1/2024	12/31/2024	$ 68.00	0%	Not Applicable
Associate Engineer	$ 201.91	NA	NA	1/1/2025	12/31/2025	$ 71.40	5%	
	$ 212.01	NA	NA	1/1/2026	12/31/2026	$ 74.97	5%	
	$ 222.61	NA	NA	1/1/2027	12/31/2027	$ 78.72	5%	
	$ 233.74	NA	NA	1/1/2028	12/31/2028	$ 82.65	5%	
Kai Wang, PE	$ 192.30	NA	NA	3/1/2024	12/31/2024	$ 68.00	0%	Not Applicable
Associate Engineer	$ 201.91	NA	NA	1/1/2025	12/31/2025	$ 71.40	5%	
	$ 212.01	NA	NA	1/1/2026	12/31/2026	$ 74.97	5%	
	$ 222.61	NA	NA	1/1/2027	12/31/2027	$ 78.72	5%	
	$ 233.74	NA	NA	1/1/2028	12/31/2028	$ 82.65	5%	
Mohammad Rezaian **	$ 186.51	$ 279.76	$ 373.02	3/1/2024	12/31/2024	$ 75.00	0%	Not Applicable
Senior Construction Inspector	$ 195.83	$ 293.75	$ 391.67	1/1/2025	12/31/2025	$ 78.75	5%	
	$ 205.62	$ 308.44	$ 411.25	1/1/2026	12/31/2026	$ 82.69	5%	
	$ 215.91	$ 323.86	$ 431.81	1/1/2027	12/31/2027	$ 86.82	5%	
	$ 226.70	$ 340.05	$ 453.40	1/1/2028	12/31/2028	$ 91.16	5%	
Steve Matranga, PE	$ 197.95	NA	NA	3/1/2024	12/31/2024	$ 70.00	0%	Not Applicable
Staff Engineer/Office Engineer	$ 207.85	NA	NA	1/1/2025	12/31/2025	$ 73.50	5%	
	$ 218.24	NA	NA	1/1/2026	12/31/2026	$ 77.18	5%	
	$ 229.15	NA	NA	1/1/2027	12/31/2027	$ 81.03	5%	
	$ 240.61	NA	NA	1/1/2028	12/31/2028	$ 85.09	5%	
Manouch Mahmoudzadeh, PE **	$ 181.14	$ 271.70	$ 362.27	3/1/2024	12/31/2024	$ 72.84	0%	Not Applicable
Senior Construction Engineer	$ 190.19	$ 285.29	$ 380.39	1/1/2025	12/31/2025	$ 76.48	5%	
Office Engineer	$ 199.70	$ 299.55	$ 399.41	1/1/2026	12/31/2026	$ 80.31	5%	
	$ 209.69	$ 314.53	$ 419.38	1/1/2027	12/31/2027	$ 84.32	5%	
	$ 220.17	$ 330.26	$ 440.34	1/1/2028	12/31/2028	$ 88.54	5%	

John Rogers, PE **	$ 196.45	$ 294.68	$ 392.91	3/1/2024	12/31/2024	$ 79.00	0%	Not Applicable
Senior Construction Engineer	$ 206.28	$ 309.42	$ 412.56	1/1/2025	12/31/2025	$ 82.95	5%	
Office Engineer	$ 216.59	$ 324.89	$ 433.18	1/1/2026	12/31/2026	$ 87.10	5%	
	$ 227.42	$ 341.13	$ 454.84	1/1/2027	12/31/2027	$ 91.45	5%	
	$ 238.79	$ 358.19	$ 477.58	1/1/2028	12/31/2028	$ 96.02	5%	
Peter Yang **	$ 186.51	$ 279.76	$ 373.02	3/1/2024	12/31/2024	$ 75.00	0%	Not Applicable
Construction Inspector	$ 195.83	$ 293.75	$ 391.67	1/1/2025	12/31/2025	$ 78.75	5%	
	$ 205.62	$ 308.44	$ 411.25	1/1/2026	12/31/2026	$ 82.69	5%	
	$ 215.91	$ 323.86	$ 431.81	1/1/2027	12/31/2027	$ 86.82	5%	
	$ 226.70	$ 340.05	$ 453.40	1/1/2028	12/31/2028	$ 91.16	5%	
Staff	$ 104.63	NA	NA	3/1/2024	12/31/2024	$ 37.00	0%	34.00 - 40.00
Assistant Engineer	$ 109.86	NA	NA	1/1/2025	12/31/2025	$ 38.85	5%	35.70 - 42.00
	$ 115.36	NA	NA	1/1/2026	12/31/2026	$ 40.79	5%	37.49 - 44.10
	$ 121.12	NA	NA	1/1/2027	12/31/2027	$ 42.83	5%	39.36 - 46.31
	$ 127.18	NA	NA	1/1/2028	12/31/2028	$ 44.97	5%	41.33 - 48.62
Staff Inspector**	$ 186.51	$ 279.76	$ 373.02	3/1/2024	12/31/2025	$ 75.00	0%	75.00 - 80.00
Inspector	$ 195.83	$ 293.75	$ 391.67	1/1/2026	12/31/2026	$ 78.75	5%	78.75 - 84.00
	$ 205.62	$ 308.44	$ 411.25	1/1/2027	12/31/2027	$ 82.69	5%	82.69 - 88.20
	$ 215.91	$ 323.86	$ 431.81	1/1/2028	12/31/2028	$ 86.82	5%	86.82 - 92.61
	$ 226.70	$ 340.05	$ 453.40	1/1/2028	12/31/2028	$ 91.16	5%	91.16 - 97.24
Staff	$ 192.30	NA	NA	3/1/2024	12/31/2024	$ 68.00	0%	64.00 - 72.00
CADD	$ 201.91	NA	NA	1/1/2025	12/31/2025	$ 71.40	5%	67.20 - 75.60
	$ 212.01	NA	NA	1/1/2026	12/31/2026	$ 74.97	5%	70.56 - 79.38
	$ 222.61	NA	NA	1/1/2027	12/31/2027	$ 78.72	5%	74.09 - 83.35
	$ 233.74	NA	NA	1/1/2028	12/31/2028	$ 82.65	5%	77.79 - 87.52
Staff	$ 141.39	$ 212.09	$ 282.79	3/1/2024	12/31/2024	$ 50.00	0%	45.00 - 55.00
Office Administration	$ 148.46	$ 222.70	$ 296.93	1/1/2025	12/31/2025	$ 52.50	5%	47.25 - 57.75
	$ 155.89	$ 233.83	$ 311.77	1/1/2026	12/31/2026	$ 55.13	5%	49.61 - 60.64
	$ 163.68	$ 245.52	$ 327.36	1/1/2027	12/31/2027	$ 57.88	5%	52.09 - 63.67
	$ 171.87	$ 257.80	$ 343.73	1/1/2028	12/31/2028	$ 60.78	5%	54.70 - 66.85

NOTES:

1. Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MGE Engineering, Inc. [X] Prime Consultant [ ] Subconsultant

Project No. Plumas County On-Call Contract No. _____ Date 4/4/2024

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	**Quantity**	**Unit**	**Unit Cost**	**Total**
Mileage Costs	1	Mile	Federal Rate	$TBD
Per Diem	1	Day	CT Travel Guide	$TBD
Reproduction	1	Ea	At Cost	$TBD
Delivery	1	Ea	At Cost	$TBD
Subconsultant 1:				$TBD
Subconsultant 2:				$TBD
Subconsultant 3:				$TBD

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

68	64	72
50	45	55

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. Title 23 United States Code Section 112 - Letting of Contracts
10. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
11. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
12. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (as applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Prime Consultant or Subconsultant Certifying:

Name: H. Fred Huang, PE Title *: President

Signature : H F Huang Date of Certification (mm/dd/yyyy): 4/4/2024

Email: fhuang@mgeeng.com Phone Number: 916-421-1000

Address: 7415 Greenhaven Drive, Suite 100, Sacramento, CA 95831

* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

On-Call Bridge/Civil and Construction Engineering Services

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

Please Note: Consultant completes all items in yellow highlight

CONSULTANT MGE Engineering, Inc. **PRIME** X **SUB** _____

CONTRACT TYPE Specific Rates of Compensation *(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)*

PROJECT NO. On-call Civil and Construction Engineering Services, Plumas County **CONTRACT NO.** _____ **DATE** April 4, 2024

Prime Consultant's Contract Amount $ _____

Loaded Rate Calculation

Non Exempt Employee Loaded Billing Rates

A) Straight Time = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

B) 1.5X or 2.0X Overtime = (Actual Hourly Rate) * (1 + Field O.H.) * (1 + Fee) +.5X or 1.0X (Actual Hourly Rate) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

Exempt Employee Loaded Billing Rates

C) Straight Time or 1.5X or 2.0X Overtime = Actual Hourly Rate * (1 + Field O.H.) * (1 + Fee) + Delta Base * (Applicable Multiplier Delta Base) + Delta Fringe * (Applicable Multiplier Delta Fringe)

The PW differentials Delta Base and Delta Fringe shown in the formulas above for Loaded Billing Rates are applicable only when performing services covered under DIR determinations.

Home Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	47.32%	+		+	109.76%	=	**157.08%**
OVERTIME	47.32%	+		+	109.76%	=	**157.08%**
Field Office Personnel:	Fringe Benefit %		Overhead %		General Administration %		Combined %
NORMAL	48.51%	+		+	77.56%	=	**126.07%**
OVERTIME	48.51%	+		+	77.56%	=	**126.07%**
					Fee	=	10.00%
					Applicable Multiplier Delta Base (Field)	=	1.00
					Applicable Multiplier Fringe (Field)	=	0.00

Name/Classification	Home Office Personnel Field Office Personnel	Effective Date of Hourly Rate		Prevailing Wage Rate established by State DIR (only applicable for prevailing wage work)						Employee Actual Rate (fringe benefits vary year over year)						DELTA (TOTAL) = Employee Total Rate - DIR Rate			Applicable DELTA (TOTAL)	DELTA (BASE) = Employee Base - DIR Base		Applicable DELTA Base = DIR Rate - Employee Base Rate			Applicable DELTA FRINGE = DELTA TOTAL - DELTA BASE (Employee - DIR)			Loaded Hourly Billing Rates			% Escalation Increase	Actual Hourly Rate and/or Average Hourly Rate	Hourly Range for Class
				Base Salary			Fringe	Total Base Salary + Fringe Benefits			Base Salary			Estimate	Total = Base + Fringe																			
		From	To	Straight	1.5 OT	2.0 OT	Benefits	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Fringe	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	1.5 OT	2.0 OT	Straight	OT (1.5x)	OT (2x)			
Joe Siemers, PE																																		
Sr. Construction Engineer	**OFFICE**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$86.00**	$86.00	$86.00	$11.49	$97.49	$97.49	$97.49	$25.81	($2.33)	($30.46)	$0.00	$1.60	($26.54)	$0.00	$0.00	($26.54)	$0.00	($2.33)	($3.92)	$213.86	$213.86	$240.40		**$ 86.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$90.30**	$90.30	$90.30	$11.49	$101.79	$101.79	$101.79	$30.11	$1.97	($26.16)	$0.00	$5.90	($22.24)	$0.00	$0.00	($22.24)	$0.00	$0.00	($3.92)	$224.56	$224.56	$246.80	5.00%	**$ 90.30**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$94.82**	$94.82	$94.82	$11.49	$106.31	$106.31	$106.31	$34.63	$6.49	($21.64)	$0.00	$10.42	($17.72)	$0.00	$0.00	($17.72)	$0.00	$0.00	($3.92)	$235.80	$235.80	$253.52	5.00%	**$ 94.82**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$99.56**	$99.56	$99.56	$11.49	$111.05	$111.05	$111.05	$39.37	$11.24	($16.90)	$0.00	$15.16	($12.98)	$0.00	$0.00	($12.98)	$0.00	$0.00	($3.92)	$247.58	$247.58	$260.56	5.00%	**$ 99.56**	
(Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$104.54**	$104.54	$104.54	$11.49	$116.03	$116.03	$116.03	$44.35	$16.22	($11.92)	$0.00	$20.14	($8.00)	$0.00	$0.00	($8.00)	$0.00	$0.00	($3.92)	$259.97	$259.97	$267.97	5.00%	**$ 104.54**	
Joe Siemers, PE																																		
Sr. Construction Engineer	**FIELD**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$86.00**	$86.00	$86.00	$11.49	$97.49	$97.49	$97.49	$25.81	($2.33)	($30.46)	$0.00	$1.60	($26.54)	$0.00	$0.00	($26.54)	$0.00	($2.33)	($3.92)	$213.86	$213.86	$240.40		**$ 86.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$90.30**	$90.30	$90.30	$11.49	$101.79	$101.79	$101.79	$30.11	$1.97	($26.16)	$0.00	$5.90	($22.24)	$0.00	$0.00	($22.24)	$0.00	$0.00	($3.92)	$224.56	$224.56	$246.80	5.00%	**$ 90.30**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$94.82**	$94.82	$94.82	$11.49	$106.31	$106.31	$106.31	$34.63	$6.49	($21.64)	$0.00	$10.42	($17.72)	$0.00	$0.00	($17.72)	$0.00	$0.00	($3.92)	$235.80	$235.80	$253.52	5.00%	**$ 94.82**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$99.56**	$99.56	$99.56	$11.49	$111.05	$111.05	$111.05	$39.37	$11.24	($16.90)	$0.00	$15.16	($12.98)	$0.00	$0.00	($12.98)	$0.00	$0.00	($3.92)	$247.58	$247.58	$260.56	5.00%	**$ 99.56**	
(Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$104.54**	$104.54	$104.54	$11.49	$116.03	$116.03	$116.03	$44.35	$16.22	($11.92)	$0.00	$20.14	($8.00)	$0.00	$0.00	($8.00)	$0.00	$0.00	($3.92)	$259.97	$259.97	$267.97	5.00%	**$ 104.54**	
Manouch Mahmoudzadeh, PE																																		
Structure Rep/Resident Engineer/Inspector	**FIELD**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$72.84**	$109.26	$145.68	$11.49	$84.33	$120.75	$157.17	$12.65	$20.94	$29.22	$0.00	$24.86	$33.14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$181.14	$217.56	$253.98		**$ 72.84**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$76.48**	$114.72	$152.96	$11.49	$87.97	$126.21	$164.45	$16.29	$26.40	$36.50	$0.00	$30.32	$40.42	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$190.19	$228.43	$266.67	5.00%	**$ 76.48**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$80.30**	$120.45	$160.60	$11.49	$91.79	$131.94	$172.09	$20.11	$32.13	$44.14	$0.00	$36.05	$48.06	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$199.69	$239.84	$279.99	5.00%	**$ 80.30**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$84.32**	$126.48	$168.64	$11.49	$95.81	$137.97	$180.13	$24.13	$38.16	$52.18	$0.00	$42.08	$56.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$209.68	$251.84	$294.00	5.00%	**$ 84.32**	
(non-Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$88.54**	$132.81	$177.08	$11.49	$100.03	$144.30	$188.57	$28.35	$44.49	$60.62	$0.00	$48.41	$64.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$220.18	$264.45	$308.72	5.00%	**$ 88.54**	
Mohammad Rezaian																																		
Construction Inspector	**FIELD**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$75.00**	$112.50	$150.00	$11.49	$86.49	$123.99	$161.49	$14.81	$24.18	$33.54	$0.00	$28.10	$37.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186.51	$224.01	$261.51		**$ 75.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$78.75**	$118.13	$157.50	$11.49	$90.24	$129.62	$168.99	$18.56	$29.80	$41.04	$0.00	$33.72	$44.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$195.83	$235.21	$274.58	5.00%	**$ 78.75**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$82.69**	$124.04	$165.38	$11.49	$94.18	$135.53	$176.87	$22.50	$35.71	$48.92	$0.00	$39.63	$52.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$205.63	$246.98	$288.32	5.00%	**$ 82.69**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$86.82**	$130.23	$173.64	$11.49	$98.31	$141.72	$185.13	$26.63	$41.91	$57.18	$0.00	$45.83	$61.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$215.90	$259.31	$302.72	5.00%	**$ 86.82**	
(non-Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$91.16**	$136.74	$182.32	$11.49	$102.65	$148.23	$193.81	$30.97	$48.42	$65.86	$0.00	$52.34	$69.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$226.69	$272.27	$317.85	5.00%	**$ 91.16**	
John Rogers, PE																																		
Construction Inspector	**FIELD**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$79.00**	$118.50	$158.00	$11.49	$90.49	$129.99	$169.49	$18.81	$30.18	$41.54	$0.00	$34.10	$45.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$196.45	$235.95	$275.45		**$ 79.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$82.95**	$124.43	$165.90	$11.49	$94.44	$135.92	$177.39	$22.76	$36.10	$49.44	$0.00	$40.02	$53.36	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$206.28	$247.75	$289.23	5.00%	**$ 82.95**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$87.10**	$130.65	$174.20	$11.49	$98.59	$142.14	$185.69	$26.91	$42.33	$57.74	$0.00	$46.25	$61.66	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$216.60	$260.15	$303.70	5.00%	**$ 87.10**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$91.46**	$137.19	$182.92	$11.49	$102.95	$148.68	$194.41	$31.27	$48.87	$66.46	$0.00	$52.79	$70.38	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$227.44	$273.17	$318.90	5.00%	**$ 91.46**	
(non-Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$96.03**	$144.05	$192.06	$11.49	$107.52	$155.54	$203.55	$35.84	$55.72	$75.60	$0.00	$59.64	$79.52	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$238.80	$286.82	$334.83	5.00%	**$ 96.03**	
Staff																																		
Construction Inspector	**FIELD**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$75.00**	$112.50	$150.00	$11.49	$86.49	$123.99	$161.49	$14.81	$24.18	$33.54	$0.00	$28.10	$37.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186.51	$224.01	$261.51		**$ 75.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$78.75**	$118.13	$157.50	$11.49	$90.24	$129.62	$168.99	$18.56	$29.80	$41.04	$0.00	$33.72	$44.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$195.83	$235.21	$274.58	5.00%	**$ 78.75**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$82.69**	$124.04	$165.38	$11.49	$94.18	$135.53	$176.87	$22.50	$35.71	$48.92	$0.00	$39.63	$52.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$205.63	$246.98	$288.32	5.00%	**$ 82.69**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$86.82**	$130.23	$173.64	$11.49	$98.31	$141.72	$185.13	$26.63	$41.91	$57.18	$0.00	$45.83	$61.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$215.90	$259.31	$302.72	5.00%	**$ 86.82**	
(non-Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$91.16**	$136.74	$182.32	$11.49	$102.65	$148.23	$193.81	$30.97	$48.42	$65.86	$0.00	$52.34	$69.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$226.69	$272.27	$317.85	5.00%	**$ 91.16**	
Staff																																		
Construction Inspector	**OFFICE**	1/1/2024	12/31/2024	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$75.00**	$112.50	$150.00	$11.49	$86.49	$123.99	$161.49	$14.81	$24.18	$33.54	$0.00	$28.10	$37.46	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$186.51	$224.01	$261.51		**$ 75.00**	
Group 2		1/1/2025	12/31/2025	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$78.75**	$118.13	$157.50	$11.49	$90.24	$129.62	$168.99	$18.56	$29.80	$41.04	$0.00	$33.72	$44.96	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$195.83	$235.21	$274.58	5.00%	**$ 78.75**	N/A
		1/1/2026	12/31/2026	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$82.69**	$124.04	$165.38	$11.49	$94.18	$135.53	$176.87	$22.50	$35.71	$48.92	$0.00	$39.63	$52.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$205.63	$246.98	$288.32	5.00%	**$ 82.69**	
Prevailing Wage Work		1/1/2027	12/31/2027	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$86.82**	$130.23	$173.64	$11.49	$98.31	$141.72	$185.13	$26.63	$41.91	$57.18	$0.00	$45.83	$61.10	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$215.90	$259.31	$302.72	5.00%	**$ 86.82**	
(non-Exempt)		1/1/2028	12/31/2028	$56.27	$84.41	$112.54	$15.41	$71.68	$99.82	$127.95	**$91.16**	$136.74	$182.32	$11.49	$102.65	$148.23	$193.81	$30.97	$48.42	$65.86	$0.00	$52.34	$69.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$226.69	$272.27	$317.85	5.00%	**$ 91.16**	

1. Prevailing Wages specified are based on current DIR determination. Any future DIR escalation of prevailing wage rates will be reflected in the loaded rates
2. "NC" denotes No Charge for work more than 8 hours per day and for weekends and holidays for this contract only.
3. The billing rates shown in this cost proposal for field staff entitled for PW rates are calculated with estimated fringe benefits of the staff. The actual billing rates to be used in the invoices will be calculated by using the actual PW fringe benefits of the individual staff in accordance with the certified benefits statement submitted with each invoice.
4. The employees' actual hourly rates shown in this cost proposal are the rates that were effective on xx/xx/xx. Caltrans Contract Manager's pre-approval is required for addition of staff not previously listed on the cost proposal. The billing rates for these employees, including those that fall under general classifications, will be calculated and reimbursed based on their actual hourly rates on xx/xx/xx. Hourly rates for new employees hired after the date of this cost proposal will not exceed (or shall be in line with) the rates of similar personnel listed on this cost proposal having similar experience.
5. Travel Time Charges:
   For Managers: On weekdays up to a maximum of 8 hours will be charged for work time, travel time or any combination of travel and work time. Billing Rate = Loaded Rate Formula "C" above.
   For Exempt staff: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed as follow:
   Billing rate for travel time = Loaded Rate Formula "C" above.
   All travel time, outside of the regular work day, will be billed without the application of overhead rate as follow: Billing Rate = (Actual Hourly Rate) (1+ Fee) + (Delta Base + Delta Fringe)
   For Non-Exempt Employees: During regular work day, actual travel time not to exceed 8 hours in any one day or one way travel will be billed at full normal overhead rate (i.e. without the application of the 1.5X or 2.0X multiplier for overtime as follow:

COST PROPOSAL 4: FOR CONTRACTS WITH PREVAILING WAGES

ACTUAL COST PLUS FIXED FEE; SPECIFIC RATES OF COMPENSATION AND COST PER UNIT OF WORK CONTRACTS

CONSULTANT MGE Engineering, Inc. **PRIME** _____ _____ **SUB** X

CONTRACT TYPE_____ *(LIST ONE OF THE ABOVE LISTED CONTRACT TYPES)*

PROJECT NO._____ **CONTRACT NO.**_____ **DATE** April 4, 2024

Total Other Direct Costs Amount $_____

SCHEDULE OF OTHER DIRECT COST ITEMS

Prime Consultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.		
B.		
C.		
Travel		
A. Per Diem		N/C
B. Company Vehicles		N/C
C. Personal Vehicles (Mileage)	mile	IRS Rate
Other		
A. FCCM *	% Labor	0.04%
* Facilities Capital Cost of Money (FCCM) will be billed as an Other Direct Cost based on the sum of actual hourly rates (AHR) of each employee (Emp) and the number of monthly hours billed (MHB) multiplied by the FCCM		

MGE Engineering, Inc.		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.		
B.		
C.		
Travel		
A. Per Diem	day	CT Travel Guide
B. Rental Vehicles	1	at cost
C. Personal Vehicles (Mileage)	mile	IRS Rate
Other Laboratory Testing		SEE FEE SCHEDULE
Redproduction	ea	at cost
Special Deliveries	ea	at cost

Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST
Communications		
A. Printing & Reproduction *		N/C
B.Cell Phone		N/C
Computer		
A. Laptop		N/C
Vehicles		
A. Vehicle		N/C
Delivery Services		
A. FEDEX/UPS/ IS Postal *		N/C
Miscellaneous		
A.Travel Expenses	Each	Note 2
* Extensive printing/shipping	Each	Actual

Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.		
B.		
C.		
Travel		
A. Vehicle		N/C
B.		
C.		

Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.		
B.		
C.		
Travel		
A. Travel		Note 2
B.		
C.		

Subconsultant's Name		
DESCRIPTION OF ITEMS	UNIT	COST
Special Tooling		
A.		
B.		
C.		
Travel		Note 2
A.		
B.		
C.		
Vehicles		N/C

Please Note: Consultant completes all applicable items and deletes what is not applicable

Important Notes:

1. "N/C" denotes No Charge
2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
3. Actual costs are based on prices from appropriate vendors and should be competitive in their respective industries. The costs will be supported with appropriate documents detailed in executed Task Order Cost Estimates. Proposed vendors shall be presented in the Task Order Cost Estimate for each project. Pre-approval by the Caltrans Contract Manager will be required and shall be submitted along with the actual invoice.
4. Parking, tolls and local transportation cost resulting from commuting to and from the employee's residence to the job site as assigned in the Task Order are not reimbursable.
5. Other Direct Cost (ODC) items claimed shall be in compliance with 48 Code of Federal Regulation, Chapter 1, part 31 (Federal Acquistion Regulation – FAR cost principles) and shall be consistent with the firm's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies and private clients.
6. Proposed items shall be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
7. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
8. For those items listed here as "tools of the trade" that is part of indirect cost and not applicable as a direct cost, note as Not Applicable (NA).

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Sheriff's Office to recruit and fill, funded and allocated 2 (two) extra-help positions; not to exceed 29-hours per week; (No General Fund Impact) approved in FY 23/24 budget.**

Recommendation:
Approve and authorize Sheriff's Office to recruit and fill, funded and allocated 2 (two) extra-help positions; not to exceed 29-hours per week; (No General Fund Impact) approved in FY 23/24 budget.

Background and Discussion:
.

Action:

Approve and authorize Sheriff's Office to recruit and fill, funded and allocated 2 (two) extra-help positions; not to exceed 29-hours per week; (No General Fund Impact) approved in FY 23/24 budget.

Fiscal Impact:

No General Fund Impact, approved in FY 23/24 budget

Attachments:
None

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Sheriff's Office to pay Plumas Sierra Rural Electric Cooperative, Invoice #201662, a non-contract invoice in the amount of $3,500.00 ; (No General Fund Impact); discussion and possible action.**

Recommendation:
Approve and authorize Sheriff's Office to pay Plumas Sierra Rural Electric Cooperative, Invoice #201662, a non-contract invoice in the amount of $3,500.00 ; (No General Fund Impact); discussion and possible action.

Background and Discussion:
Plumas Sierra Electrive Cooperative was requested by the jail contractor to put in fiber for the new jail facility. This was part of the project that needed to be done in order to stay within the timeline for construction completion and allowing occupancy of the facility.

Action:

Approve and authorize Sheriff's Office to pay Plumas Sierra Rural Electric Cooperative, Invoice #201662, a non-contract invoice in the amount of $3,500.00, without a contract and to ratify all approved work performed to date; (No General Fund Impact); discussion and possible action.

Fiscal Impact:

No General Fund impact.

Attachments:
1. Plumas Sierra Jail Fiber Invoice

Plumas-Sierra Rural Electric Cooperative
73233 State Route 70
Portola, CA 96122
Phone (530) 832-4261
(800) 555-2207

INVOICE: 201662

Invoice Date: 04/25/2024
Terms: OA TERMS
Due Date: 05/25/2024
Amount Due: $ 3,500.00

PLUMAS COUNTY
PLUMAS COUNTY SHERIFF'S OFFICE
1400 E MAIN ST
QUINCY CA 95971-9402

Account: 63959
Description: NEW JAIL FIBER - QUINCY

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
NEW JAIL FIBER AND LABOR	1.000	EA	3,500.0000	3,500.00	

MESSAGES

Subtotal:	$ 3,500.00
Tax:	$ 0.00
Total:	$ 3,500.00
Amount Paid:	$ 0.00
Amount Due:	$ 3,500.00

RETURN BOTTOM PORTION WITH PAYMENT

Plumas-Sierra Rural Electric Cooperative
73233 State Route 70
Portola, CA 96122
Phone (530) 832-4261
(800) 555-2207

Account:	63959
Invoice:	201662
Due Date:	05/25/2024
Amount Due:	$ 3,500.00
Amount Of Payment:	3,500.00

Remit To:

PLUMAS COUNTY
PLUMAS COUNTY SHERIFF'S OFFICE
1400 E MAIN ST
QUINCY CA 95971-9402

Plumas-Sierra Rural Electric
73233 STATE ROUTE 70
PORTOLA CA 96122

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software Inc; effective April 15th, 2024 ; not to exceed $40,000.00 ; (No General Fund Impact) Grant Funded; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software Inc; effective April 15th, 2024 ; not to exceed $40,000.00 ; (No General Fund Impact) Grant Funded; approved as to form by County Counsel.

Background and Discussion:

This is for a Traffic Collision software that will integrate with the Sheriff's Office new system (RIMS). The funded was obtained through a grant from the California Office of Traffic Safety.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software Inc; effective April 15th, 2024 ; not to exceed $40,000.00 ; (No General Fund Impact) Grant Funded; approved as to form by County Counsel.

Fiscal Impact:

No general fund impact: Grant funded

Attachments:

1. 24-173 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"),, and Crossroads Software Inc., a California corporation, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Forty Thousand Dollars ($40,000.00).

3. Term. The term of this agreement shall be from April 15, 2024, through April 14, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Chris Driscoll

Contractor:

Crossroads Software Inc.
407 W. Imperial Hwy Suite H #378
Brea, Ca 92821
Attention: Jeff Cullen, CEO

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder

or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Crossroads Software, Inc., a California Corporation

By:_____
Name: Jeff Cullen
Title: CEO/CFO
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Provide traffic collision report writing software which interfaces with RMS
2. Allow for interface with and upload capability to CHP SWITRS system
3. Project management and training
4. Maintenance and support

EXHIBIT B

Fee Schedule

See attached quote/price sheet

EXHIBIT B

Quote

Crossroads Software Inc
407 W Imperial Hwy Ste H # 378
Brea, CA 92821 US
+1 7149906433
kkalberg@crossroadssoftware.com
www.crossroadssoftware.com

ADDRESS
Plumas County Sheriff's Office 1400 E Main St Quincy, CA 95971

SHIP TO
Plumas County Sheriff's Office 1400 E Main St Quincy, CA 95971

QUOTE #	DATE	EXPIRATION DATE
1122	03/04/2024	03/31/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CHP Upload	Interface to Upload Collision Report Data and Documents to the CHP SWITRS System	1	24,800.00	24,800.00

SUBTOTAL	24,800.00
TAX	0.00
TOTAL	**$24,800.00**

Accepted By

Accepted Date

EXHIBIT B
Quote

Crossroads Software Inc
407 W Imperial Hwy Ste H # 378
Brea, CA 92821 US
+1 7149906433
kkalberg@crossroadssoftware.com
www.crossroadssoftware.com

ADDRESS
Plumas County Sheriff's Office 1400 E Main St Quincy, CA 95971

SHIP TO
Plumas County Sheriff's Office 1400 E Main St Quincy, CA 95971

QUOTE #	DATE	EXPIRATION DATE
1123	03/04/2024	03/31/2025

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Report Writer - desktop	Crossroads Report Writer for collision reporting (desktop) - site license	1	9,800.00	9,800.00
RMS Interface	Interface to Output Collision/Citation Records to RMS	1	3,900.00	3,900.00
Project Management and Training	Project Management (dedicated PM) and Training (via on demand training videos)	1	300.00	300.00
Maintenance and Support-Collision	Annual Maintenance and Support (Includes upgrades to new versions as they become available)	1	1,900.00	1,900.00
Agency Discount	Agency Discount	1	-2,500.00	-2,500.00

SUBTOTAL	13,400.00
TAX	0.00
TOTAL	**$13,400.00**

Accepted By

Accepted Date

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Human Resources Department to recruit and fill one (1) extra-help position; not to exceed 29-hours per week, 1560-hours per reporting year Nov-Oct; (General Fund Impact) as requested in FY24/25 budget.**

Recommendation:
Approve and authorize Human Resources Department to recruit and fill one (1) extra-help position; not to exceed 29-hours per week, 1560-hours per reporting year Nov-Oct; (General Fund Impact) as requested in FY24/25 budget.

Background and Discussion:
The Human Resource Department is currently down employees, so bringing an extra-help employee onboard will provide much needed help-to this department.

Action:

Approve and authorize Human Resources Department to recruit and fill one (1) extra-help position; not to exceed 29-hours per week, 1560-hours per reporting year Nov-Oct; (General Fund Impact) as requested in FY24/25 budget.

Fiscal Impact:

General Fund Impact; as requested in FY 24/25 budget.

Attachments:
None

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Neal Caiazzo, Director of Social Services**

MEETING DATE: **May 7, 2024**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed $30,000; . Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed $30,000.

Background and Discussion:

When children come into the Child Welfare system because they have been abused or neglected the Juvenile Court may, at its discretion, determine that there is a need for a psychological evaluation of the child's parent(s). Under some circumstances it becomes necessary to seek such evaluations from a source that is outside the county system. This could occur, for example, if the County Behavioral Health Department has a conflict because they've had prior contact with the family for other reasons. When this occurs, the Department has relied on independent contractors to undertake this work.

The matter that is before your Board is to approve an agreement with April Bay, Ph.D. to assist the Department with some of these evaluations. Ms. Bay has had an existing relationship with the Department in this capacity for several years.

It is recommended that the Board approve the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee. Additionally, it is requested that the Department be authorized to execute up to three additional extensions of the agreement at the end of each term subject to an agreement between the parties regarding compensation.

Action:

Approve and authorize the Board Chair to sign a contract agreement between the Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed $30,000; Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund; approved as to form by County Counsel.

Fiscal Impact:

Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund.

Attachments:

1. 24-262 Dr. Bay

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and April Bay, Ph.D., an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto not to exceed THIRTY THOUSAND DOLLARS ($30,000.00).

3. Term. The term of this Agreement shall be from July 1, 2024 through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. (NPI #1942492368)

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of

this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this Agreement.

15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Dept. of Social Services
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo, Director

Contractor:

April Bay, Ph.D.
540 W. Plumb Ln, Suite #120
Reno, NV 89509

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

    a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

    b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

April Bay, Ph.D., an Individual

By:_____
Name: April Bay, Ph.D.
Title: Owner
Date signed: _____

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Greg Hagwood, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By:_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall provide to County complex parental capacity evaluations or psychological evaluations and written reports for designated adults or children, which may include testing, observation, and/or consultation with the client. Tests to be administered will be determined by the Contractor in consultation with the assigned social worker, based on the individual needs of each client. Contractor may also consult with the client's care provider, the assigned social worker, and other agency professionals as deemed necessary by the Contractor.

2. Contractor shall provide a written report with results of evaluations and/or testing within 30 days of the evaluation to Plumas County Department of Social Services, Child Protective Services.

EXHIBIT B

Fee Schedule

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1. Psychological Evaluation: $4,200.00 per evaluation, including written report.

2. Parental Capacity Evaluation: $6,600.00 per evaluation, including written report.

    a. $600.00 fee for each child, as related to parental capacity evaluations only.

3. Testimony Fee: $1,500 Flat fee in event of subpoena to testify. Fee includes no more than 3 hrs. of scheduled testimony time and preparation for testimony.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.

Background and Discussion:
The Department of Social Services annually executes contracts for vehicle maintenance and repair. A contract with Les Schwab – Curran Tire Center is before the Board today for your approval.

Action:

Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.

Fiscal Impact:

Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.

Attachments:
1. 24-226 Curran

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and RSH, Inc., a California Corporation dba Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY THOUSAND Dollars ($20,000.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Neal Caiazzo

Contractor:

RHS. INC dba Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: CHRISTOPHER CURRAN

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

RSH Inc., a California Corporation

By:_____
Name: CHRISTOPHER CURRAN
Title: CEO/CFO
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood, Chair
Title: Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:

    a. Lube, oil, and filter changes (LOF).

    b. Sale and installation of new tires.

    c. Tire rotation.

    d. Mounting and balancing of tires.

    e. Vehicle alignment.

    f. Brakes and shocks repair and replacement.

    g. Transmission Service

2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at $125/hr.

2. Prices for tires quoted prior to installation.

3. Prices for brake service quoted after inspection.

4. Front end alignment shall be charged at $119.99. Alignment service on all four wheels shall be charged at $129.99

5. LOF changes with inspection shall be charged at current rate (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.

6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.

7. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair of the Board to sign amendment No. 1 to Agreement between Plumas County Public Works and Feather River Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Solid Waste staff respectfully recommend that the Board authorize the Chair of the Board to execute the attached amendment to the 2017 Franchise Agreement between FRD and Plumas County.

Background and Discussion:
In April 2017, Plumas County entered into the current Franchise Agreement with Feather River Disposal for solid waste collection and disposal services. Within the terms of the franchise agreement, if the franchise contractor's operating ratio (a measure of profitability relative to operating costs) fell outside of a stipulated range, their rates could then be further reviewed for adjustment. The intent of the operating ratio was to create a framework by which franchise contractor's rates could be reviewed for adjustments to account for external economic factors such as inflation. If the operating ratio was found to be outside of the franchise contract range of 0.88 - 0.92 then a Refuse Rate Index (RRI) calculation would be conducted to determine the rate adjustment. While this was the intent of the franchise contract, as written, the definition in the contract of operating ratio would always exceed 0.92 and thus trigger the need for a Refuse Rate Index (RRI) calculation every year.

This discrepancy was noted by R3 consulting group in a report dated June 14, 2018. At that time, Solid Waste and FRD staff agreed to operate using the correct definition of operating ratio to align with the intent of the franchise agreement.

In December of 2023, current Solid Waste staff became aware that a formal contract amendment had never been written for this matter. Solid Waste and FRD staff then agreed that the definition of operating ratio should be formally amended so that the language agrees with the original intent of the franchise contract. The attached amendment, approved as to form by County Counsel, amends the definition of operating ratio to align with the original intent of the contract to set a range of measure to determine if rates needed adjustment.

Action:

Approve and authorize Chair of the Board to sign amendment No. 1 to Agreement between Plumas County Public Works and Feather River Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund impact.

Attachments:
1. Amendment No.1 2017 Franchise Agmt.

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND USA WASTE OF CALIFORNIA, INC., A DELAWARE CORPORATION DBA FEATHER RIVER DISPOSAL

This First Amendment to Agreement ("Amendment") is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), FEATHER RIVER DISPOSAL ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and FEATHER RIVER DISPOSAL have entered into a written Agreement dated March 31, 2017, (the "Agreement"), in which FEATHER RIVER DISPOSAL agreed to provide solid waste collection and disposal services to Plumas County

    b. Because it was discovered that there was an error in the stated definition of "Operating Ratio" that causes it to conflict with the contract's intent of defining a measure of profitability for the contractor, both parties have agreed to amend the definition of "Operating Ratio" to align with the intent of the contract.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Attachment A, "Operating Ratio" definition, is amended to read as follows:

    > "Operating Ratio" means the ratio, expressed as a percentage, of the net operating costs actually incurred by Contractor, exclusive of Pass-Through Costs and Non-Allowable Costs, divided by Contractor's net income plus operating costs exclusive of pass-through costs and non-allowable costs. The Operating Ratio of this agreement shall range from 88.00% to 92.00% and the rates shall be adjusted as necessary through the RRI, Special Review, Detailed Rate Review or Change in Service Rate Review to maintain an Operating Ratio within that range.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 31, 2017, shall remain unchanged and in full force and effect.

CONTRACTOR:

USA Waste of California, Inc., a Delaware Corporation DBA Feather River Disposal

By:_____
Alejandro Oseguera
President
Date signed:

By:_____
David Stratton
Assistant Secretary
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Greg Hagwood
Chair of the Board of Supervisors
Date signed:

ATTEST

By:_____
Allen Hiskey
Clerk of the board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
BECKWOURTH COMMUNITY SERVICES DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Beckwourth CSA and NCE; effective May 7, 2024; not to exceed $39,344; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The Manager of BCSA respectfully recommends the Governing Board authorize the Chair to Sign Agreement with Nichols Consulting Engineers, with not to exceed amount of $39,344 to complete the original scope of work which is fully reimbursable from the Water Boards Grant.

Background and Discussion:
NCE is currently assisting BCSA with the Planning Grant for improvements to the Beckwourth CSA Sewer Pump Station. The current NCE agreement which expired January 31, 2024 was not to exceed $362,325. Since the existing agreement expired without amending a new agreement, a new agreement for not to exceed amount of $39.344 is proposed with retroactive clause for work from February 1, 2024 to date.

The Agreement with NCE has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Beckwourth CSA and NCE; effective May 7, 2024; not to exceed $39,344; No General Fund Impact; approved as to form by County Counsel; discussion and possible action

Fiscal Impact:

No impact to General Fund.

Attachments:
1. NCE - Beckwourth CSA Sewer Pump Station Replacement Planning Services signed by NCE

PROFESSIONAL SERVICES AGREEMENT FOR PROVIDING ASSISTANCE AND SUPPORT TO THE BECKWOURTH COUNTY SERVICE AREA (CSA) FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO THE BECKWOURTH CSA SEWER SYSTEM

THIS AGREEMENT is made and entered into this 7 day of May, 2024 ("Effective Date"), by and between **BECKWOURTH COUNTY SERVICES AREA**, a political subdivision of the State of California ("BCSA"), and **NICHOLS CONSULTING ENGINEERS, CHTD. (NCE)**, a California corporation ("Consultant").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the BCSA with services as set forth in Exhibit A, attached hereto.

2. Compensation. BCSA shall pay Contractor for services provided to BCSA pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by BCSA to Contractor under this Agreement shall not exceed Thirty-Nine Thousand Three Hundred Forty-Four Dollars ($39,344).

3. Term. The term of this agreement shall be from February 1, 2024 through December 31, 2024, unless terminated earlier as provided herein. BCSA's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the BCSA shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the BCSA shall have the option to either cancel this Agreement with no further liability incurring to the BCSA, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), BCSA shall not be liable for, and Contractor shall defend and indemnify BCSA and its officers, agents, employees, and volunteers (collectively "BCSA Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of BCSA Parties. Contractor shall have no obligation, however, to defend or indemnify BCSA Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of BCSA Parties. The obligations of this indemnity shall be for the full amount of all damage to BCSA, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the BCSA, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "BCSA") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the BCSA, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the BCSA, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the BCSA, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the BCSA, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the BCSA before the BCSA's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by BCSA in writing, Contractor shall furnish a certificate of insurance satisfactory to BCSA as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the BCSA. BCSA reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to BCSA that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to BCSA that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the BCSA, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, BCSA. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in BCSA. It is understood by both Contractor and BCSA that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by BCSA. BCSA is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than BCSA without restriction, and holds themselves out to as available to perform the same type of work. BCSA shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold BCSA, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the BCSA.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of BCSA relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the BCSA, the BCSA may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

BCSA:

Rob Thorman, P.E., Manager
Beckwourth County Service Area
1834 East Main Street
Quincy, CA 95971
Tel: (530) 283-6268 Fax: (530) 283-6323

Contractor:

Mike Leacox, P.G., CEG
Nichols Consulting Engineers, Chte
8795 Folsom Blvd., Suite 250

Sacramento, CA 95826
Tel: (916) 288-5655
Fax: (916) 388-5676

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The BCSA does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the BCSA. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the BCSA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and

throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the BCSA or as part of any audit of the BCSA for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

FOR NICHOLS CONSULTING ENGINEERS, CHTD.

Margot Yapp, President

Gregory Fasiano, Secretary

Taxpayer ID Number: 88-0254126

FOR BECKWOURTH COUNTY SERVICE AREA

CONCURRENCE:

Greg Hagwood
Chair, Board of Supervisors

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A – SCOPE OF WORK
Beckwourth CSA Sewer Pump Station Replacement

ITEM	DESCRIPTIONS
1	Preliminary Planning and Design
	1.1 **Inflow and Infiltration Study:** Complete an Infiltration and Inflow (I/I) Study to determine the condition of the existing sewer pipes and the extent of required repairs or replacement. The results of the study will be utilized when determining the system design capacity. 1.2 **Geotechnical Report:** Conduct a geotechnical investigation and create a Geotechnical Report that includes the necessary information for the design specifications of the new lift station. 1.3 **Topographic Field Survey and Project Site Plan:** Prepare a topographic survey and site plan for the project. The final site plan will indicate locations of deficient sewer pipe sections based on the results of the I/I study. 1.4 **Design Basis Report:** Prepare a Design Basis Report (DBR) that summarizes and utilizes information collected from the Infiltration and Inflow Study, Geotechnical Report, Topographic Field Survey, and Project Site Plan. The DBR will evaluate project alternatives and will identify a selected project alternative, the "Selected Construction Project." The DBR will include basic design specifications for a new lift station and will evaluate repairs and/or replacement of sections of the collection system and upgrades and/or repairs to the sewer ponds' valve system. Preliminary cost estimates for the different project alternatives will be included in the DBR. The DBR will comply with the Project Report requirements for a CWSRF Financial Assistance Application for Construction. Item 1 Submittals: *1a) Inflow and Infiltration Report* *2a) Geotechnical Report* *3a) Topographic Survey* *3b) Project Site Plan* *4a) Draft Design Basis Report* *4b) Final Design Basis Report*
2	Plans and Specifications
	2.1 Complete 100% Plans and Specifications for the Selected Construction Project. Additional submittals include 30%, 60%, and 95% Plans and Specifications. Item 2 Submittals: *a) 30% Plans and Specifications* *b) 60% Plans and Specifications* *c) 95% Plans and Specifications* *d) 100% Plans and Specifications*

3	Environmental Documents and Permits
	3.1 Generate drafts of all required permits and obtain permits, when possible. 3.2 Prepare a revised Report of Waste Discharge (if necessary) 3.3 Complete all necessary environmental documents for the Selected Construction Project, including California Environmental Quality Act (CEQA) and Federal Cross-Cutter Documents, to satisfy the CWSRF Financial Assistance Application for Construction requirements. Item 3 Submittals: *1a) Permits* *2a) Revised Report of Waste Discharge (if necessary)* *3a) Daft Environmental Documents* *3b) Final Environmental Documents*
4	CWSRF Construction Application
	4.1 Submit a complete CWSRF Financial Assistance Application for Construction (General, Technical, Environmental, and Financial Packages) including all supporting documents for the Selected Construction Project. Item 4 Submittal: a) Financial Assistance Application for Construction
~~5~~	~~BCSA Project Administration~~
	~~5.1 Perform necessary project administration duties including communicating with the State Water Board and professional contractors, submitting disbursement requests, submitting progress reports, and record keeping to fulfill the requirements of the Agreement.~~ ~~Item 5 Submittal:~~ ~~N/A~~

RWT

EXHIBIT B – ESTIMATE & SCHEDULE

Beckwourth CSA Sewer Pump Station Replacement

ESTIMATED COSTS

ITEM	DESCRIPTION	BUDGET
1	Preliminary Planning and Design	Completed
2	Plans and Specifications	$22,064
3	Environmental Documents and Permits	$1,540
4	CWSRF Construction Grant Application	$15,740
	TOTAL	$39,344

EXHIBIT C

NCE Collaboration. Commitment. Confidence.℠

SCHEDULE OF CHARGES

PROFESSIONAL SERVICES

Principal	$260/hour
Associate	$210/hour
Senior	$180/hour
Project	$155/hour
Staff	$135/hour

TECHNICAL SERVICES

Senior Construction Manager*	$135/($160-PW)/hour
Senior Designer	$145/hour
CADD Designer	$125/hour
Senior Technician*	$120/($145-PW)/hour
Construction Inspector*	$120/($145-PW)/hour
CAD Technician	$110/hour
Senior Field Scientist	$115/hour
Field Scientist	$95/hour
Project Administrator	$100/hour
Field/Engineering Technician*	$95/($120-PW)hour
Technical Editor	$90/hour
Clerical	$80/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist	$300/hour
Court Appearances & Depositions	$500/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	$100/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	$3,500/Day
Coring	$4,500/Day
Environmental Equipment	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, s
15%

COMMUNICATION/ REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying.....project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 60 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. Four/Fifths Roll call vote**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. **Four/Fifths Roll call vote**

Background and Discussion:

Plumas County receives many PRAs each year, however, three recent multi-part PRAs received by Christopher Bakes at Lewis Brisbois Bisgaard & Smith have required extensive attorney review due to the number of exempt documents in the subject matter requested. Plumas County has produced these records on a rolling basis, however, County Counsel staffing levels and IT resources were not sufficient to complete these reviews, and County Counsel has been required to engage outside counsel with specialized knowledge to complete the reviews to avoid liability under the Government Code.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. **Four/Fifths Roll call vote**

Fiscal Impact:

(General Fund Impact) this is an unbudgeted item.

Attachments:

1. LCW Contract FINAL

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation ("Attorney" or "LCW"), and COUNTY OF PLUMAS ("County").

1. Conditions

This Agreement is effective January 1, 2024, and Plumas County Board of Supervisors hereby ratifies this contract from January 1, 2024, until the date of signature.

2. Attorney's Services

Attorney agrees to provide County with consulting, representational and legal services pertaining to California Public Records Act response matter, including representation in negotiations and in administrative and court proceedings, as request by County or otherwise required by law.

3. Fees, Costs, Expenses

County agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The current range of hourly rates for Attorney time is from Two Hundred Sixty to Four Hundred Thirty-Five Dollars ($260.00 - $435.00). See Schedule I for a full Fee Schedule. LCW reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. LCW will provide the County with written notification of any adjustment in the range of rates. LCW bills its time in minimum units of one-tenth of an hour. The total amount paid by County to Contractor under this Agreement shall not exceed Fifty Thousand Dollars ($50,000.00).

For Litigation Matters

See Schedule II attached for a description of LCW's Litigation and EDiscovery Management.

Other Expenses

County agrees to reimburse LCW for necessary costs and expenses incurred by LCW on behalf of County. LCW bills photocopying charges at Fifteen Cents ($0.15) per page. See Schedule I attached.

Payment by County against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

4. Professional Liability Insurance

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

5. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between County and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest

incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between County and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

6. File Retention

After our services conclude, Attorney will, upon County's request, deliver the file for the matter to County, along with any funds or property of County's in our possession. If County requests the file for the matter, Attorney will retain a copy of the file at the County's expense. If County does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If County does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further

notice to County. At any point during the seven (7) year period, County may request delivery of the file.

7. Assignment

This Agreement is not assignable without the written consent of County.

8. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of County.

9. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

10. Term

This Agreement is effective January 1, 2024, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

By: _____

Name: J. Scott Tikkanen

Title: Monterey Partner

Date: 4/26/24

COUNTY OF PLUMAS

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

SCHEDULE I – FEES & COSTS

1. Hourly Rates (As of Agreement Effective Date)

Partners	$435.00
Senior Counsel	$365.00
Associates	$260.00 - $345.00
Labor Relations/HR Consultant	$280.00
Compensation, Classification & Labor Relations Senior Analyst	$200.00
Paralegals & Litigation Support	$145.00
E-Discovery Specialists	$145.00
Law Clerks	$145.00 - $185.00

2. 1. Photocopies $0.15 per copy

SCHEDULE II

LCW LITIGATION and E-DISCOVERY MANAGEMENT

LCW is committed to using state-of-the-art technology to efficiently manage and harness electronically-stored information ("ESI") in compliance with Federal and State law requirements. LCW partners with an outside managed services provider to provide Relativity, the industry leading e-discovery software, for this purpose. The cost for each matter will depend on the volume and format of the data. For non-complex data up to 50 gigabytes, LCW charges a monthly fee of $450 on all active litigation matters for data management, including data validation and security, ingestion, de-duplication, culling and streamlining, and creation of Relativity fields for expedited review. For data of 50 gigabytes and over and for complex data requiring specialized services (e.g., payroll data, spreadsheets with underlying formulas, video, advanced searches, etc.), additional charges are incurred and are passed through to the client. For such charges, we will provide an itemized bill from our managed services provider and obtain client approval prior to incurring the charges.

Litigation Case Staffing

LCW has organized its litigation practice to meet the challenges of today's complex litigation cases. We employ a dedicated Litigation Manager – a non-billing attorney litigator – whose responsibility is to monitor all litigation cases to ensure quality, efficiency, and adherence to client and firm litigation guidelines. Each litigation case is staffed with a Partner, an Associate (or Associates, as required and as approved by the Client), a Paralegal and an E-Discovery Specialist. Our E-Discovery Specialists have extensive experience in the efficient management of electronic data through every stage of the e-discovery life cycle, and they strategize with attorneys and clients on effective ESI protocols. This makes the document review process more efficient and enables our attorneys to target the most relevant data to meet litigation objectives. Working with our e-discovery managed services provider, we are able to provide state-of-the-art data processing and hosting services at below-market rates.

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**TIME CERTAIN 11:00 A.M.** Review and approve the Fiscal Year ending June 30, 2022, audits from Smith and Newell, CPA; discussion and possible action.

Recommendation:
Review and approve the Fiscal Year 21/22 audit from Smith and Newell, CPA

Background and Discussion:
Plumas County Audit for the fiscal year ending 6/30/2022 was prepared by Smith and Newell, CPAs. The attached documentation included are financial statements with the independent audit report, single audit act reports and Plumas County appropriations limit calculation for the fiscal year ending June 30, 2022. Treasury Oversight Examination for the fiscal year ending June 30, 2022.

Action:

Review and approve the fiscal year ending June 30, 2022, audit reports prepared by Smith and Newell, CPA.

Fiscal Impact:

Plumas County financial statements ending June 30, 2022.

Attachments:
1. Plumas FS Final Report
2. Plumas SA Final Report
3. Plumas GANN Final Report
4. Treasury Oversight Audit June, 2022

COUNTY OF PLUMAS,
CALIFORNIA

FINANCIAL STATEMENTS
TOGETHER WITH
INDEPENDENT AUDITOR'S REPORT
FOR THE YEAR ENDED
JUNE 30, 2022

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COUNTY OF PLUMAS
Annual Financial Report
For the Year Ended June 30, 2022

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COUNTY OF PLUMAS
Annual Financial Report
For the Year Ended June 30, 2022

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INTRODUCTORY SECTION

- **List of Officials**

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COUNTY OF PLUMAS
List of Officials
For the Year Ended June 30, 2022

ELECTED OFFICIALS

Supervisor, District 1	Dwight Ceresola
Supervisor, District 2	Kevin Goss
Supervisor, District 3	Sherrie Thrall
Supervisor, District 4	Greg Hagwood
Supervisor, District 5	Jeff Engel
Assessor	Cindie Froggatt
Auditor/Controller	Martee Graham
Clerk/Recorder	Marcy DeMartile
District Attorney and Public Administrator	David Hollister
Sheriff/Coroner	Todd Johns
Treasurer/Tax Collector/Collections	Julie White

DEPARTMENT DIRECTORS/ADMINISTRATORS

Agricultural Commissioner/Sealer of Weights and Measure/Animal Control	Willo Vieira
Behavioral Health	Sharon Sousa
Building	Charles White
Child Support Services	Michelle Blackford
Clerk of the Board of Supervisors	Heidi White
County Administrator, General Services	Gabriel Hydrick
County Counsel	Gretchen Stuhr
Environmental Health Director	Rob Robinette (Acting)
Facility Services	Jeremiah Moore
Fair	John Steffanic
Farm Advisor	David Lyle
Human Resources	Nancy Selvage
Information Technology	Greg Ellingson
Librarian	Lindsay Fuchs
Museum	Paul Russell
Office of Emergency Services	Todd Johns
Planning	Tracey Ferguson
Probation	Keevin Allred
Public Health/Veteran's Services	Dana Loomis
Public Works	John Mannle
Social Services and Public Guardian	Neil Caiazzo

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FINANCIAL SECTION

- **Independent Auditor's Report**
- **Management's Discussion and Analysis**
- **Basic Financial Statements**
- **Required Supplementary Information**
- **Combining Nonmajor Fund Financial Statements**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors and Grand Jury
County of Plumas
Quincy, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Plumas, California (County), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

950 THARP ROAD, SUITE 502 YUBA CITY, CA 95993 TEL: (530) 673-9790 FAX: (530) 673-1305 ACCOUNTING@SMITHANDNEWELL.COM

To the Board of Supervisors and Grand Jury
County of Plumas
Quincy, California

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about the County's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

To the Board of Supervisors and Grand Jury
County of Plumas
Quincy, California

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, County Pension Plan, County OPEB Plan, and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquires, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The accompanying combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

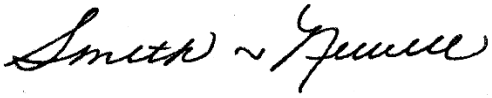
Management is responsible for the other information included in the annual report. The other information comprises the introductory section but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

To the Board of Supervisors and Grand Jury
County of Plumas
Quincy, California

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated April 9, 2024, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the County's internal control over financial reporting and compliance.



Smith & Newell CPAs
Yuba City, California
April 9, 2024

Management's Discussion and Analysis
(Unaudited)

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COUNTY OF PLUMAS
Management's Discussion and Analysis
June 30, 2022

As management of the County of Plumas, California, (County) we offer readers of the County's financial statements this narrative overview and analysis of the financial activities of the County for the fiscal year ended June 30, 2022. We encourage readers to consider the information presented here in conjunction with additional information in our financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the County exceeded liabilities at the close of the 2021-22 fiscal year by $80,967,011 (net position). Of this amount, ($24,417,519) (*unrestricted net position*) may be used to meet ongoing obligations to citizens and creditors, $56,166,153 is restricted for specific purposes (*restricted net position*), and $49,218,377 is the net investment in capital assets.

- The County governmental funds reported combined fund balances of $72,838,568; an increase of $18,684,658 in comparison with the prior year.

- The County's unassigned fund balance for the General fund was $10,834,528 or 42.8 percent of total General fund expenditures, an increase of 7.8 percent from the prior year's unassigned to expenditure ratio.

- The County's net investment in capital assets increased by $2,113,427.

- The County's total long-term debt decreased by $18,831,786 in comparison with the prior year due primarily to a decrease in the net pension liability of $22,243,736 and an increase in the net OPEB liability of $1,358,992.

PRESENTATION CHANGES FROM PREVIOUS FINANCIAL STATEMENTS TO NOTE

There were a couple of major changes in the presentation of the County's financial statements. First, there are two new major funds, Public Health and Capital Improvement, in this year's County financial statements. Second, the new lease standard was incorporated in both the capital assets section as Right-To-Use lease assets and the long-term liabilities section as leases. Finally, a special item, due to the Monterey legal settlement and the American Rescue Plan Act (ARPA funds), will complete the major changes in the presentation of the County's financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as an introduction to the County's basic financial statements. The County's basic financial statements are comprised of three components 1) **Government-Wide** financial statements, 2**) Fund** financial statements and 3**) Notes** to the basic financial statements. Required Supplementary Information is included in addition to the basic financial statements.

Government-Wide Financial Statements are designed to provide readers with a broad overview of County finances, in a manner similar to a private-sector business.

º The ***Statement of Net Position*** presents information on all County assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the County is improving or deteriorating.

º The ***Statement of Activities*** presents information showing how net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are

reported in this statement for some items that will result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of these government-wide financial statements distinguish functions of the County that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or in part a portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the County include general government, public protection, public ways and facilities, health and welfare, public assistance, education and recreation. The business-type activities of the County include airport, transit, and solid waste operations.

Component units are included in our basic financial statements and consist of legally separate entities for which the County is financially accountable and that have substantially the same board as the County or provide services entirely to the County. The component units are blended special revenue funds and include County Fair, Air Pollution, Crescent Mills Lighting, Quincy Lighting, Beckwourth CSA Sewer, Flood Control, CSA #11 Ambulance, Walker Ranch CSD, CSA #12 Plumas County Transit, and County of Plumas Public Facilities Corporation.

Fund Financial Statements are groupings of related accounts that are used to maintain control over resources that have been segregated for specific activities or objectives. The County, like other state and local governments, uses fund accounting to ensure and demonstrate finance-related legal compliance. All of the funds of the County can be divided into three categories: *governmental funds (special revenue, capital project and debt service), proprietary funds (enterprise and internal service), and fiduciary funds (school, trial courts, special districts, County departmental agencies and accrued trust funds).*

Governmental funds are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows* of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a County's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities.*

The County maintains governmental funds organized according to their type—special revenue, capital projects and debt service. The County segregates from the General fund a number of significant functions in major funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures and changes in fund balances for the General fund, Road, Local Revenue 2011, Social Services, Mental Health, Public Health, Capital Improvement, all of which are considered to be major funds.

Data from the other governmental funds is provided in the form of combining statements located in the Combining Nonmajor Fund Financial Statements section of this report.

Proprietary funds are maintained in two ways. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The County uses enterprise funds to account for the airport, solid waste disposal, and transit. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the County's various functions.

The County uses internal service funds to account for its self-insurance such as worker's compensation, unemployment, and liability insurance and OPEB. Because these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The Airport Operation and Solid Waste Planning and Operation funds are considered to be major funds of the County. The County's three internal service funds are combined into a single, aggregated presentation in the proprietary funds financial statements. Individual fund data for the internal service funds is provided in the form of *combining statements* elsewhere in this report.

Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the County's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the Basic Financial Statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information is presented concerning the County General fund and major special revenue funds budgetary schedules and actuarial information related to the County's retirement and retiree healthcare plans. The County adopts an annual appropriated budget for its General fund and major special revenue funds. A budgetary comparison schedule has been provided for the General fund and major special revenue funds to demonstrate compliance with this budget.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the County, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $80,967,011 at the close of the most recent fiscal year.

Statement of Net Position
June 30, 2022

	Governmental Activities	Business-Type Activities	Total
Current and Other Assets	$ 99,150,003	$ 5,440,869	$ 104,590,872
Capital Assets	55,764,534	5,513,124	61,277,658
Total Assets	154,914,537	10,953,993	165,868,530
Deferred Outflows	9,040,846	81,489	9,122,335
Current and Other Liabilities	8,226,938	351,497	8,578,435
Long-Term Liabilities	58,130,606	4,308,302	62,438,908
Total Liabilities	66,357,544	4,659,799	71,017,343
Deferred Inflows	21,879,905	1,126,606	23,006,511
Net Investment in Capital Assets	43,705,253	5,513,124	49,218,377
Restricted	56,166,153	-	56,166,153
Unrestricted	(24,153,472)	(264,047)	(24,417,519)
Total Net Position	$ 75,717,934	$ 5,249,077	$ 80,967,011

Unrestricted net position represents the assets available to meet the County's ongoing obligations to citizens and creditors. The County's unrestricted net position is ($24,417,519). A portion of the County's restricted net position, $56,166,153 can be used to meet the County's on-going obligations but are restricted in how they are used because they have been received for a specific purpose, such as State and Federal grants and debt service.

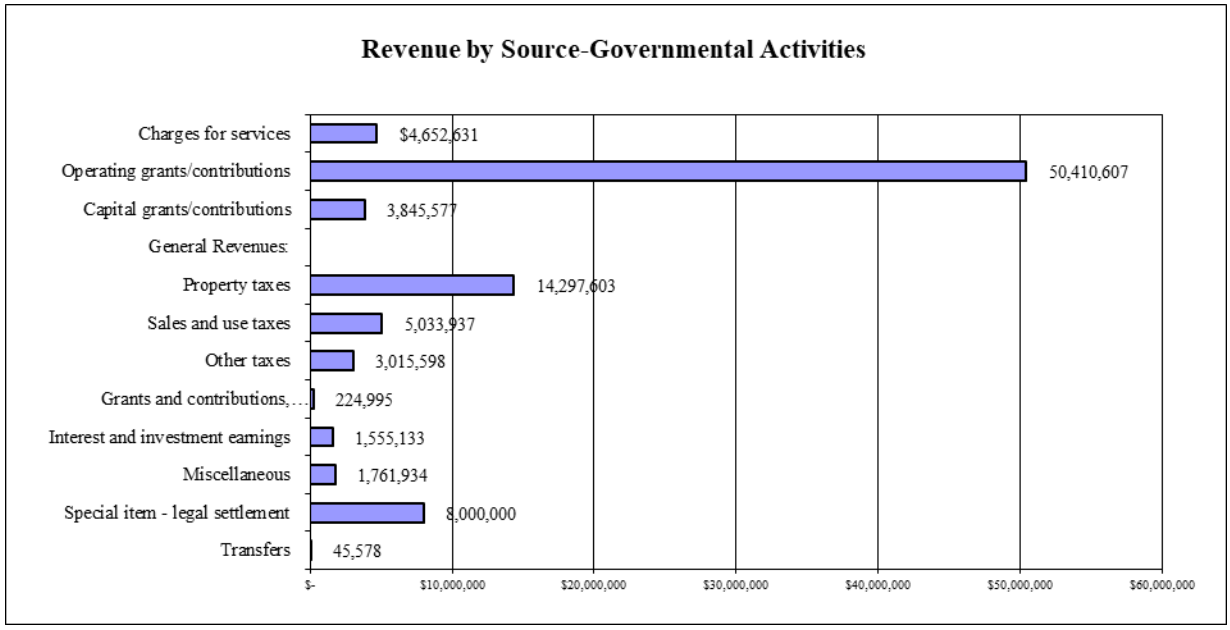
Another significant portion of the County's net position, $49,218,377 reflects its net investment in capital assets (e.g. land and easements, structures and improvements, infrastructure, and equipment), less any related debt used to acquire those assets. The County uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the County's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

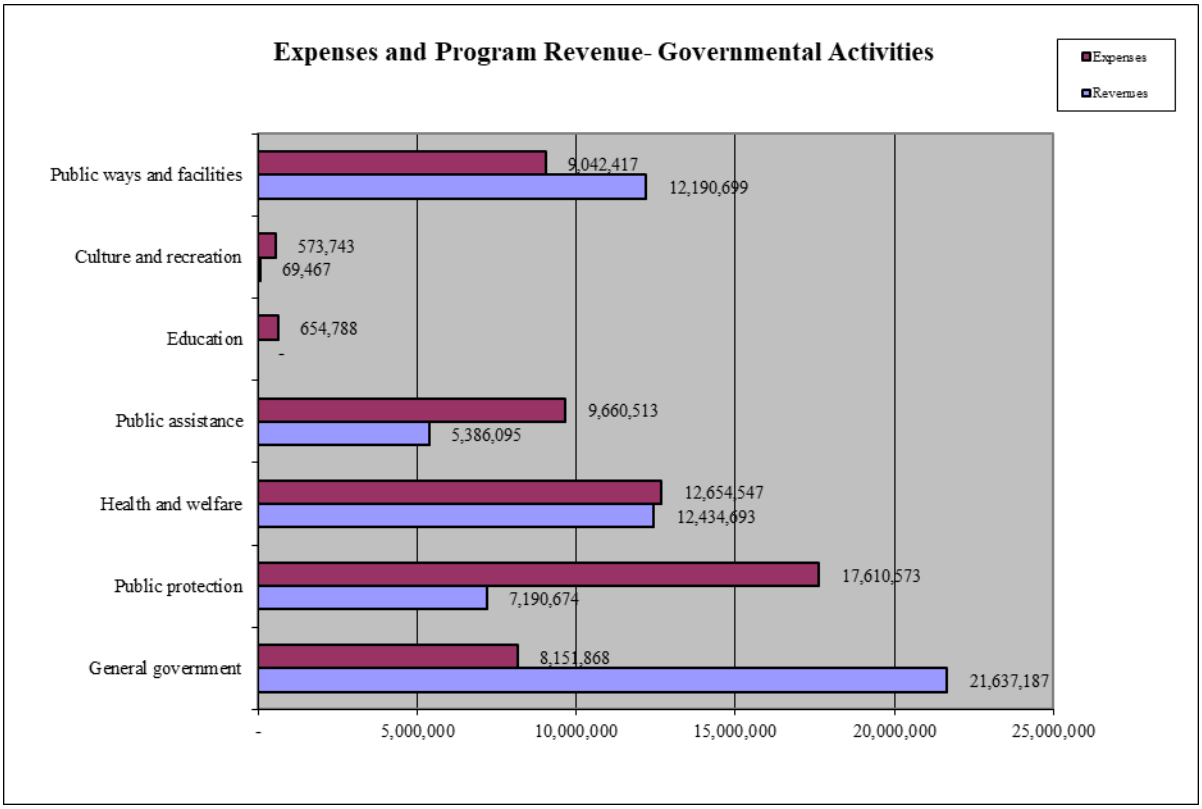
The County's net position increased by $32,929,898 during the current fiscal year. This increase is due to ongoing revenues exceeding ongoing expenses, the largest being the increase in restricted net position of $16,785,239. The increase in the restricted net position represents an increase in both federal and state intergovernmental revenues over the prior year.

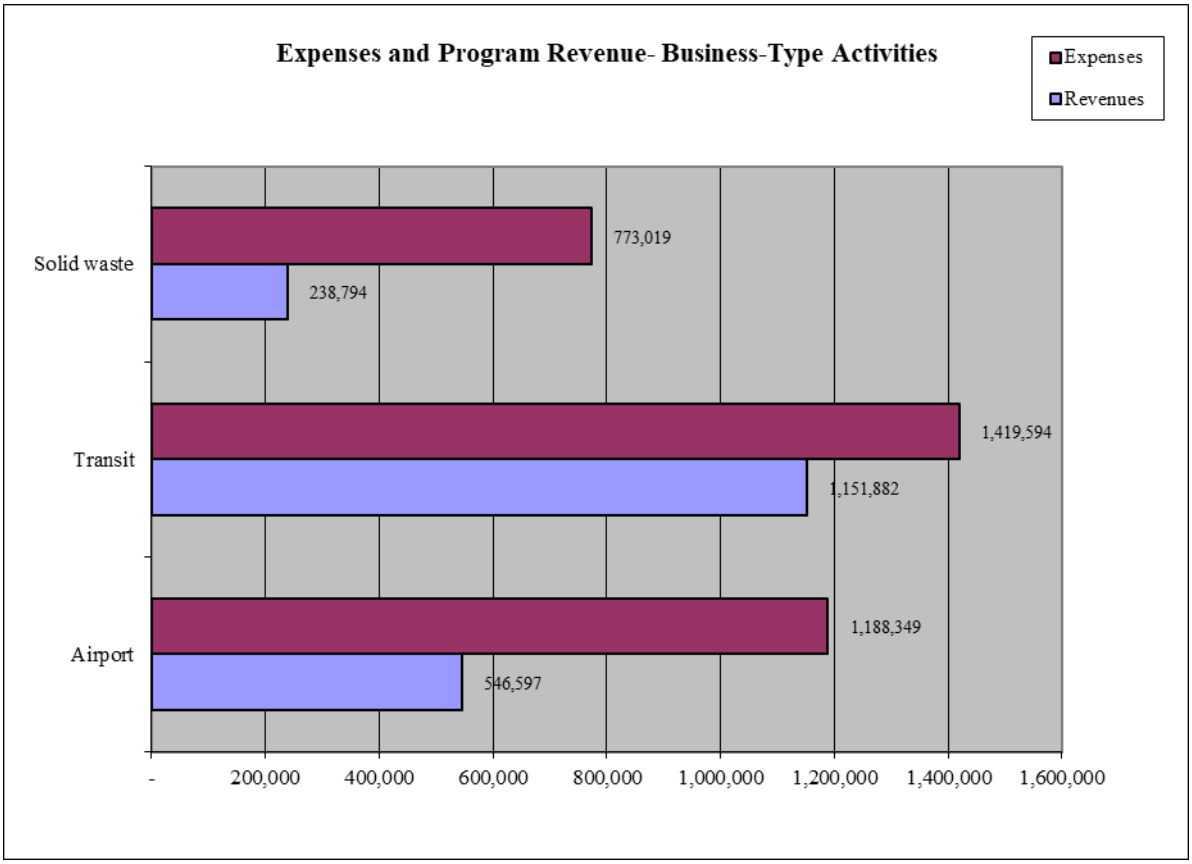
The following table indicates the changes in net position for governmental and business-type activities:

Statement of Activities
For the Year Ended June 30, 2022

	Governmental Activities	Business-Type Activities	Total
Program Revenues:			
Charges for services	$ 4,652,631	$ 998,729	$ 5,651,360
Operating grants/contributions	50,410,607	839,454	51,250,061
Capital grants/contributions	3,845,577	99,090	3,944,667
General Revenues:			
Property taxes	14,297,603	-	14,297,603
Sales and use taxes	5,033,937	-	5,033,937
Other taxes	3,015,598	3,827	3,019,425
Grants and contributions, unrestricted	224,995	-	224,995
Interest and investment earnings	1,555,133	124,700	1,679,833
Miscellaneous	1,761,934	220,689	1,982,623
Special item - legal settlement	8,000,000	-	8,000,000
Transfers	45,578	(45,578)	-
Total Revenues	92,843,593	2,240,911	95,084,504
Expenses:			
General government	8,151,868	-	8,151,868
Public protection	17,610,573	-	17,610,573
Health and welfare	12,654,547	-	12,654,547
Public assistance	9,660,513	-	9,660,513
Education	654,788	-	654,788
Culture and recreation	573,743	-	573,743
Public ways and facilities	9,042,417	-	9,042,417
Interest and fiscal charges	425,195	-	425,195
Airport	-	1,188,349	1,188,349
Transit	-	1,419,594	1,419,594
Solid waste	-	773,019	773,019
Total Expenses	58,773,644	3,380,962	62,154,606
Change in Net Position	34,069,949	(1,140,051)	32,929,898
Net Position - Beginning, Restated	41,647,985	6,389,128	48,037,113
Net Position - Ending	$ 75,717,934	$ 5,249,077	$ 80,967,011


Revenue by Source-Governmental Activities
Charges for services
$4,652,631
Operating grants/contributions
50,410,607
Capital grants/contributions
3,845,577
General Revenues:
Property taxes
14,297,603
Sales and use taxes
5,033,937
Other taxes
3,015,598
Grants and contributions, ...
224,995
Interest and investment earnings
1,555,133
Miscellaneous
1,761,934
Special item - legal settlement
8,000,000
Transfers
45,578
$-
$10,000,000
$20,000,000
$30,000,000
$40,000,000
$50,000,000
$60,000,000


Expenses and Program Revenue- Governmental Activities
Expenses
Revenues
Public ways and facilities
9,042,417
12,190,699
Culture and recreation
573,743
69,467
Education
654,788
-
Public assistance
9,660,513
5,386,095
Health and welfare
12,654,547
12,434,693
Public protection
17,610,573
7,190,674
General government
8,151,868
21,637,187
-
5,000,000
10,000,000
15,000,000
20,000,000
25,000,000



FINANCIAL ANALYSIS OF THE COUNTY'S FUNDS

As noted earlier, the County uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The general government functions are contained in the General, Special Revenue, Capital Project and Debt Service funds. Included in these funds are the special districts governed by the Board of Supervisors. The focus of the County's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the County's financing requirements. In particular, the unassigned fund balance in the General fund and restricted fund balance in the other governmental funds may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

Net Change in Fund Balance
Governmental Funds

	FY 2021	FY 2022	Amount	Percent
Fund Balance Beginning, Restated	$ 47,159,323	$ 54,153,910	$ 6,994,587	14.83%
Revenues	72,145,979	83,568,980	11,423,001	15.83%
Expenditures	(65,162,822)	(66,639,966)	(1,477,144)	2.27%
Other Financing Sources(Uses)	11,430	1,755,644	1,744,214	15259.97%
Fund Balance -Ending	$ 54,153,910	$ 72,838,568	$ 18,684,658	34.50%

At June, 30, 2022, the County's governmental funds reported combined fund balances of $72,838,568, an increase of $18,684,658 in comparison with the prior year. Of these combined fund balances, $10,824,388 constitutes net unassigned; $53,718,483 restricted, and $4,114,939 assigned for special purposes, in the General and Special Revenue funds, which is available to meet the County's current and future needs. The remainder of fund balance is not available for new spending because it has been committed for future use $2,842,228 or is in nonspendable form $1,338,530.

The General fund is the chief operating fund of the County. At June 30, 2022, unassigned fund balance was $10,834,528 while total fund balance was $20,386,263. As a measure of the General fund's liquidity, it may be useful to compare both unassigned and total fund balance to total fund expenditures. Unassigned fund balance represents 42.8 percent of total General fund expenditures, while the total fund balance represents 80.5 percent of total General fund expenditures.

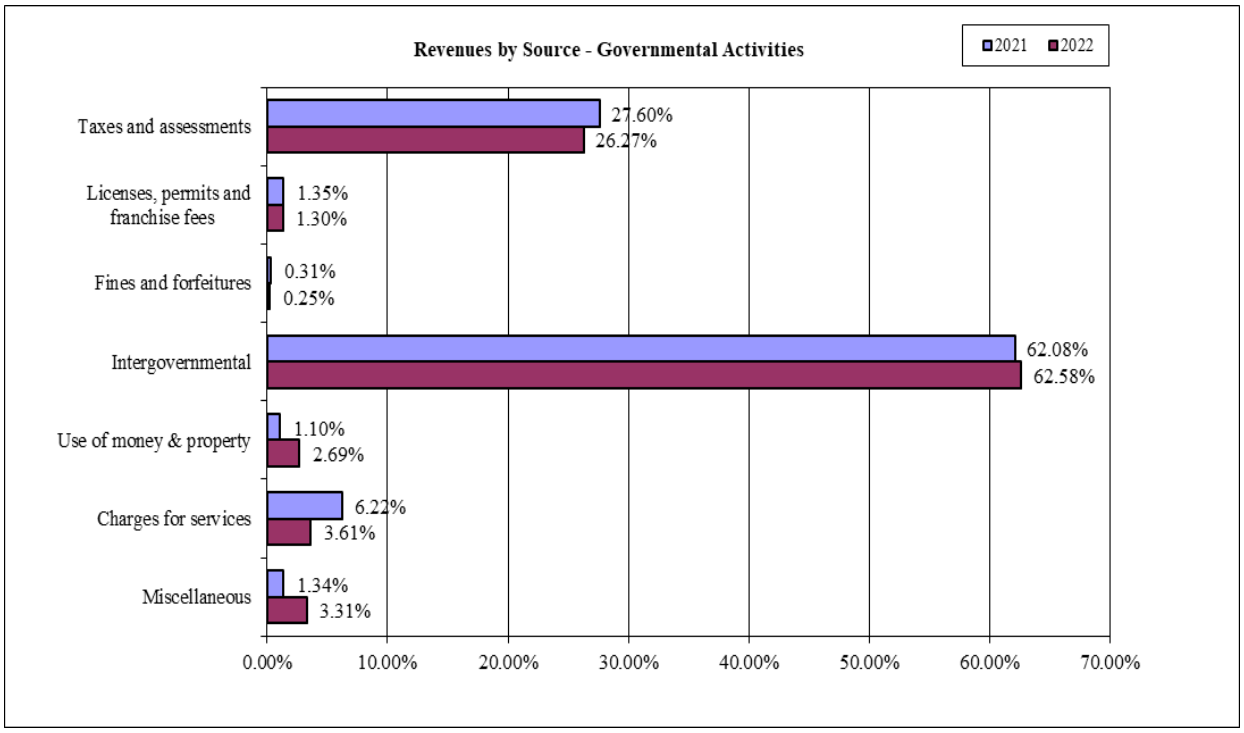
The major funds and other governmental funds' fund balances increased from $37,591,476 to $52,452,305. The major and other governmental funds had decreases/increases in fund balance as follows: Road increased $728,663, Local Revenue 2011 increased $634,094, Social Services increased $3,667,810, Mental Health increased $975,090, Public Health decreased $425,058, Capital Improvement increased $1,029,772, and other non-major governmental funds increased $8,250,458.

The following table presents the amount of revenues from various sources as well as increases or decreases from the prior year.

Revenues Classified by Source
Governmental Funds

	FY 2021		FY 2022		Increase (Decrease)	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Change
Revenue by Source:						
Taxes and assessments	$ 19,914,971	27.60%	$ 21,956,813	26.27%	$ 2,041,842	10.25%
Licenses, permits and franchise fees	971,692	1.35%	1,089,560	1.30%	117,868	12.13%
Fines and forfeitures	226,594	0.31%	205,489	0.25%	(21,105)	-9.31%
Intergovernmental	44,786,683	62.08%	52,295,045	62.58%	7,508,362	16.76%
Use of money & property	792,661	1.10%	2,243,830	2.69%	1,451,169	183.08%
Charges for services	4,484,424	6.22%	3,015,414	3.61%	(1,469,010)	-32.76%
Miscellaneous	968,954	1.34%	2,762,829	3.31%	1,793,875	185.14%
Total	$ 72,145,979	100.00%	$ 83,568,980	100.00%	$ 11,423,001	15.83%

The following graph shows an illustrative picture of where the County funds come from.

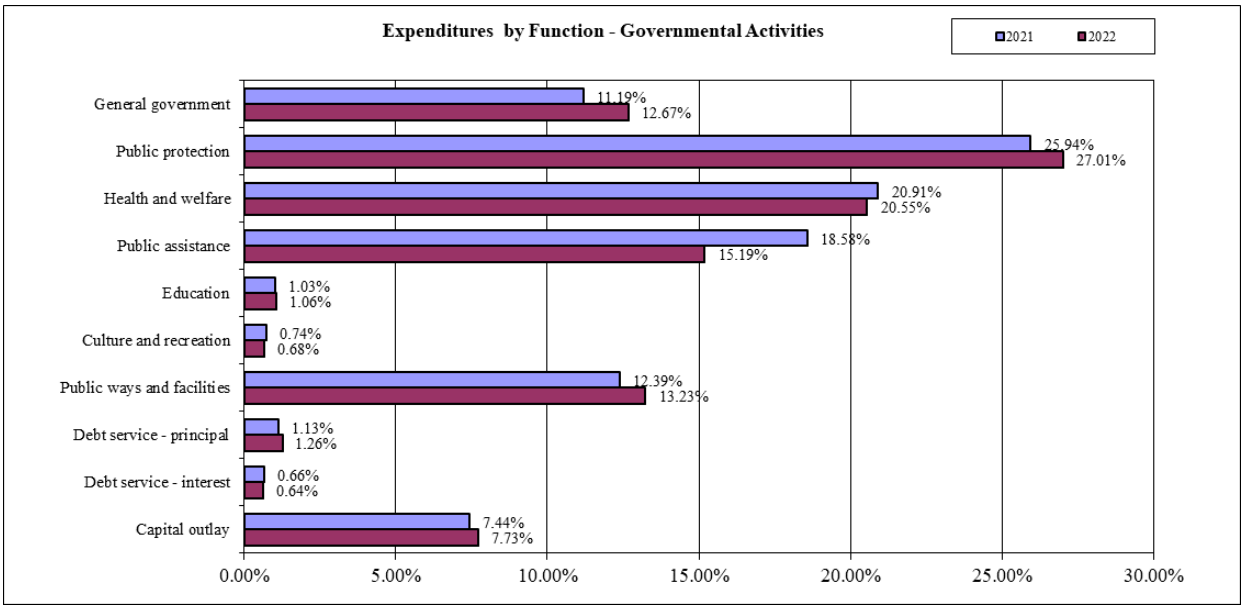


The following table presents expenditures by function compared to prior year amounts.

Expenditures Classifed by Function
Governmental Funds

	FY 2021		FY 2022		Increase (Decrease)	
	Amount	Percent of Total	Amount	Percent of Total	Amount	Percent of Change
Expenditure by Function:						
General government	$ 7,291,281	11.19%	$ 8,444,418	12.67%	$ 1,153,137	15.82%
Public protection	16,902,368	25.94%	17,996,243	27.01%	1,093,875	6.47%
Health and welfare	13,628,710	20.91%	13,693,050	20.55%	64,340	0.47%
Public assistance	12,105,849	18.58%	10,122,403	15.19%	(1,983,446)	-16.38%
Education	670,584	1.03%	703,683	1.06%	33,099	4.94%
Culture and recreation	479,064	0.74%	449,842	0.68%	(29,222)	-6.10%
Public ways and facilities	8,071,632	12.39%	8,817,244	13.23%	745,612	9.24%
Debt service - principal	735,000	1.13%	838,662	1.26%	103,662	14.10%
Debt service - interest	432,877	0.66%	425,195	0.64%	(7,682)	-1.77%
Capital outlay	4,845,457	7.44%	5,149,226	7.73%	303,769	6.27%
Total	$ 65,162,822	100.00%	$ 66,639,966	100.00%	$ 1,477,144	2.27%

The following graph shows an illustrative picture of how County funds were spent.



Other financing sources and uses are presented below to illustrate changes from the prior year.

Other Financing Sources (Uses)
Governmental Funds

			Increase (Decrease)	
	FY 2021	FY 2022	Amount	Percent
Transfer-In	$ 25,373,886	$ 25,833,928	$ 460,042	1.81%
Transfer-Out	(25,371,517)	(25,788,350)	(416,833)	1.64%
Debt proceeds	-	1,707,943	1,707,943	-100.00%
Proceeds from sale of capital assets	9,061	2,123	(6,938)	-76.57%
Net other financing sources(uses)	$ 11,430	$ 1,755,644	$ 1,744,214	15259.97%

Proprietary funds. The County's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Enterprise funds report the business-type activities of the County. Enterprise funds are used to account for airport, solid waste operations, Senior Transportation, and Plumas Transit (assets).

Net Change in Fund Net Position
Enterprise Funds

	FY 2021	FY 2022	Net Change Amount	Net Change Percent
Total Net Position - Beginning	$ 5,866,148	$ 6,389,128	$ 522,980	8.92%
Operating revenues	1,443,086	1,219,418	(223,668)	-15.50%
Operating expenses	(2,679,123)	(3,380,962)	(701,839)	26.20%
Non-operating revenues (expenses)	1,171,561	967,981	(203,580)	-17.38%
Capital contribution	737,853	99,090	(638,763)	-86.57%
Transfers in (out)	(150,397)	(45,578)	104,819	-69.69%
Total Net Position - Ending	$ 6,389,128	$ 5,249,077	$ (1,140,051)	-17.84%

Internal service funds are an accounting device to accumulate and allocate costs internally among the County's various functions. Internal service funds are used to account for risk management, unemployment insurance, workers compensation, health insurance funds, liability and OPEB.

Net Change in Fund Net Position
Internal Service Funds

	FY 2021	FY 2022	Increase (Decrease) Amount	Increase (Decrease) Percent
Total Net Position - Beginning	$ 4,379,241	$ 5,198,092	$ 818,851	18.70%
Operating revenues	3,685,295	3,496,631	(188,664)	-5.12%
Operating expenses	(3,023,405)	(1,400,145)	1,623,260	-53.69%
Non-operating revenues (expenses)	8,933	(9,598)	(18,531)	-207.44%
Transfer in (out)	148,028	-	(148,028)	-100.00%
Total Net Position - Ending	$ 5,198,092	$ 7,284,980	$ 2,086,888	40.15%

Unrestricted net position of the internal service funds at June 30, 2022 was $7,284,980, an increase of $2,086,888. This was largely attributable to the County's self-funded insurance funds. The County's claims paid decreased significantly over last year. Both liability and workers' comp are funded at the 80 percent or higher confidence level as recommended.

GENERAL FUND BUDGETARY HIGHLIGHTS

Over the course of the year the Board of Supervisors revises the County's budget many times. Each time a grant or specific revenue enhancement is made available to a County program that requires new appropriations; a budget amendment is required.

The mid-year review is a formal process by which each department is analyzed for expense and revenue trends. Adjustments are recommended where indicated and monitored for the remainder of the year. Unless there is some unforeseen and unusual circumstance that causes a budget overrun, a draw on the Contingency Reserve is not recommended.

Differences between the original budget and the final amended budget are summarized in the table below:

Budgetary Comparison
General Fund

	Original Budget	Final Budget	Net Change Amount	Net Change Percent
Total Revenues	$ 26,341,637	$ 26,532,938	$ 191,301	0.73%
Total Expenditures	(30,006,631)	(31,393,729)	(1,387,098)	4.62%
Other Financing Sources(Uses)	276,666	960,127	683,461	247.03%
Net other financing sources(uses)	$ (3,388,328)	$ (3,900,664)	$ (512,336)	

Differences between the final amended budget and actual amounts are summarized in the table below:

Budgetary Comparison
General Fund

	Final Budget	Actual Amounts	Net Change Amount	Net Change Percent
Total Revenues	$ 26,532,938	$ 29,366,807	$ 2,833,869	10.68%
Total Expenditures	(31,393,729)	(27,243,100)	4,150,629	-13.22%
Other Financing Sources(Uses)	960,127	1,700,122	739,995	77.07%
Net other financing sources(uses)	$ (3,900,664)	$ 3,823,829	$ 7,724,493	

CAPITAL ASSETS

The County's net investment in capital assets as of June 30, 2022, amounted to $61,277,658. This investment in a broad range of capital assets includes land, infrastructure (roads and bridges), structures and improvements, and equipment.

Capital Assets

	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Land	$ 2,112,930	$ 2,079,904	$ 620,152	$ 658,463	$ 2,733,082	$ 2,738,367
Construction in Progress	15,348,990	18,938,945	38,311	-	15,387,301	18,938,945
Buildings & Improvements	36,393,011	36,691,406	1,290,807	1,294,826	37,683,818	37,986,232
Equipment	25,873,736	27,254,631	3,299,752	3,299,752	29,173,488	30,554,383
Software	1,502,683	1,533,811	15,660	15,660	1,518,343	1,549,471
Right-to-use leased assets	-	707,943	-	-	-	707,943
Infrastructure	40,116,468	40,116,468	13,681,286	13,714,203	53,797,754	53,830,671
Total	121,347,818	127,323,108	18,945,968	18,982,904	140,293,786	146,306,012
Accumulated Depreciation	(69,262,312)	(71,558,574)	(12,736,524)	(13,469,780)	(81,998,836)	(85,028,354)
Net Capital Assets	$ 52,085,506	$ 55,764,534	$ 6,209,444	$ 5,513,124	$ 58,294,950	$ 61,277,658

DEBT ADMINISTRATION

At June 30, 2022, the County had total long-term debt outstanding of $62,438,908 as compared to $81,270,694 in the prior year. The loan balance decreased $760,000, an increase of $485,618 in closure/post-closure, an increase in compensated absences of $677,599, increase in net pension liabilities of $22,243,736, and decrease in net OPEB liability of $1,358,992.

Long Term Debt

	Governmental Activities		Business-Type Activities		Total	
	2021	2022	2021	2022	2021	2022
Loans from Direct Borrowing	$ 11,190,000	$ 10,430,000	$ -	$ -	$ 11,190,000	$ 10,430,000
Closure/Postclosure	-	-	3,493,794	3,979,412	3,493,794	3,979,412
Compensated Absences	5,005,813	5,683,412	3,455	23,915	5,009,268	5,707,327
Loans	-	1,000,000	-	-	-	1,000,000
Leases	-	629,281	-	-	-	629,281
Net Pension Liability	59,032,178	36,984,239	460,755	264,958	59,492,933	37,249,197
Net OPEB Obligation	2,059,882	3,403,674	24,817	40,017	2,084,699	3,443,691
Total	77,287,873	58,130,606	3,982,821	4,308,302	81,270,694	62,438,908
Less Current Portion	(4,329,425)	(4,419,468)	(3,455)	(11,327)	(4,332,880)	(4,430,795)
Net Long-Term Debt	$ 72,958,448	$ 53,711,138	$ 3,979,366	$ 4,296,975	$ 76,937,814	$ 58,008,113

Budget Officer's Economic Factors and Next Year's Budget

In Fiscal Year 2021/22 the total County reserves remained healthy, and the County's general fund reserves were maintained at the targeted amount of $2,000,000 per the GASB 54 policy adopted by the County Board of Supervisors in 2011. The Dixie Fire broke out July 13,2021, Plumas County suffered catastrophic loss, devastating two towns, 551 homes and thousands of acres of wilderness land. The Dixie Fire was fully contained 104 days (about three and a half months) later, October 25, 2021. With the Dixie Fire came challenges and trying times for the County and County staffing issues that were already apparent from the Covid-19 pandemic. The current Auditor and Chief Administrator resigned in early 2022, leaving existing staff with a heavy workload. To date, the County is still recovering from the Dixie Fire and will be for years to come.

The 2022/23 budget reflected higher fund balances and one-time funds; travel has been reinstated and capital asset purchase were budgeted on need. Salary increases were reflected in several bargaining units, and one-time funds were committed to carry an 85/15 split for employee health coverage. The County had close to 50 allocated positions unfilled, recruitment was challenging due to salaries, benefits and housing being the leading issues.

Request for Information

This financial report is designed to provide a general overview of the County's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the County Auditor/Controller, 520 Main St. RM 205, Quincy, California 95971.

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Basic Financial Statements

- **Government-Wide Financial Statements**

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COUNTY OF PLUMAS
Statement of Net Position
June 30, 2022

	Governmental Activities	Business-Type Activities	Totals
ASSETS			
Cash and investments	$ 72,063,772	$ 937,523	$ 73,001,295
Cash with fiscal agent	9,419,527	-	9,419,527
Receivables:			
Accounts	7,186,753	122,058	7,308,811
Interest	4,748	11,221	15,969
Taxes	909,320	-	909,320
Intergovernmental	8,069,145	2,049	8,071,194
Leases	968,076	951,493	1,919,569
Internal balances	20,000	(20,000)	-
Prepaid costs	95,280	-	95,280
Inventory	413,382	164,817	578,199
Restricted cash and investments	-	3,271,708	3,271,708
Capital assets:			
Non-depreciable	21,018,849	658,463	21,677,312
Depreciable, net	34,745,685	4,854,661	39,600,346
Total capital assets	55,764,534	5,513,124	61,277,658
Total Assets	154,914,537	10,953,993	165,868,530
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension adjustments	8,258,559	72,292	8,330,851
Deferred OPEB adjustments	782,287	9,197	791,484
Total Deferred Outflows of Resources	9,040,846	81,489	9,122,335
LIABILITIES			
Accounts payable	3,050,864	339,792	3,390,656
Retention payable	115,086	-	115,086
Salaries and benefits payable	897,859	11,705	909,564
Unearned revenue	193,121	-	193,121
Accrued claims liability	3,970,008	-	3,970,008
Long-term liabilities:			
Due within one year	4,419,468	11,327	4,430,795
Due in more than one year	13,323,225	3,992,000	17,315,225
Net pension liability	36,984,239	264,958	37,249,197
Net OPEB liability	3,403,674	40,017	3,443,691
Total Liabilities	66,357,544	4,659,799	71,017,343
DEFERRED INFLOWS OF RESOURCES			
Deferred leases receivable	968,076	951,493	1,919,569
Deferred pension adjustments	18,662,170	148,664	18,810,834
Deferred OPEB adjustments	2,249,659	26,449	2,276,108
Total Deferred Inflows of Resources	21,879,905	1,126,606	23,006,511

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 1 of 2)

COUNTY OF PLUMAS
Statement of Net Position
June 30, 2022

	Governmental Activities	Business-Type Activities	Totals
NET POSITION			
Net investment in capital assets	43,705,253	5,513,124	49,218,377
Restricted for:			
General government	9,249,873	-	9,249,873
Public protection	10,227,352	-	10,227,352
Health and welfare	9,094,725	-	9,094,725
Public assistance	19,255,768	-	19,255,768
Public ways and facilities	6,190,983	-	6,190,983
Capital projects	166,720	-	166,720
Debt service	1,980,732	-	1,980,732
Unrestricted	(24,153,472)	(264,047)	(24,417,519)
Total Net Position	$ 75,717,934	$ 5,249,077	$ 80,967,011

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 2 of 2)

COUNTY OF PLUMAS
Statement of Activities
For the Year Ended June 30, 2022

Functions/Programs:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Governmental activities:				
General government	$ 8,151,868	$ 1,114,559	$ 20,522,628	$ -
Public protection	17,610,573	847,336	5,458,383	884,955
Health and welfare	12,654,547	907,738	11,526,955	-
Public assistance	9,660,513	2,426	5,383,669	-
Education	654,788	-	-	-
Culture and recreation	573,743	69,467	-	-
Public ways and facilities	9,042,417	1,711,105	7,518,972	2,960,622
Interest on long-term debt	425,195	-	-	-
Total Governmental Activities	58,773,644	4,652,631	50,410,607	3,845,577
Business-type activities:				
Airport	1,188,349	417,507	30,000	99,090
Transit	1,419,594	342,428	809,454	-
Solid waste	773,019	238,794	-	-
Total Business-Type Activities	3,380,962	998,729	839,454	99,090
Total	$ 62,154,606	$ 5,651,360	$ 51,250,061	$ 3,944,667
General revenues:				
Taxes:				
Property taxes				
Sales and use taxes				
Public service taxes				
Transient occupancy taxes				
Aircraft taxes				
Timber yield tax				
Franchise fees				
Tobacco settlement				
Grants and contributions, unrestricted				
Interest and investment earnings				
Miscellaneous				
Special item - legal settlement				
Transfers				
Total General Revenues, Special Items and Transfers				
Change in Net Position				
Net Position - Beginning				
Net Position - Ending				

The notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position		
Governmental Activities	**Business-Type Activities**	**Totals**
$ 13,485,319	$ -	$ 13,485,319
(10,419,899)	-	(10,419,899)
(219,854)	-	(219,854)
(4,274,418)	-	(4,274,418)
(654,788)	-	(654,788)
(504,276)	-	(504,276)
3,148,282	-	3,148,282
(425,195)	-	(425,195)
135,171	-	135,171
-	(641,752)	(641,752)
-	(267,712)	(267,712)
-	(534,225)	(534,225)
-	(1,443,689)	(1,443,689)
135,171	(1,443,689)	(1,308,518)
14,297,603	-	14,297,603
5,033,937	-	5,033,937
384,953	-	384,953
2,045,878	-	2,045,878
13,857	-	13,857
180,585	3,827	184,412
177,526	-	177,526
212,799	-	212,799
224,995	-	224,995
1,555,133	124,700	1,679,833
1,761,934	220,689	1,982,623
8,000,000	-	8,000,000
45,578	(45,578)	-
33,934,778	303,638	34,238,416
34,069,949	(1,140,051)	32,929,898
41,647,985	6,389,128	48,037,113
$ 75,717,934	$ 5,249,077	$ 80,967,011

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Basic Financial Statements

- **Fund Financial Statements**

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COUNTY OF PLUMAS
Balance Sheet
Governmental Funds
June 30, 2022

	General Fund	Road	Local Revenue 2011	Social Services	Mental Health
ASSETS					
Cash and investments	$17,751,171	$ 3,491,430	$ 1,646,750	$18,719,125	$ 7,115,682
Receivables:					
Accounts	184,707	223	-	-	348
Interest	835	3,913	-	-	-
Taxes	909,320	-	-	-	-
Intergovernmental	1,145,724	1,140,727	386,651	590,066	251,441
Leases	336,023	632,053	-	-	-
Prepaid costs	29,714	-	-	17,617	-
Inventory	-	413,382	-	-	-
Due from other funds	1,310,140	-	-	-	-
Advances to other funds	829,868	-	-	-	-
Total Assets	$22,497,502	$ 5,681,728	$ 2,033,401	$19,326,808	$ 7,367,471
LIABILITIES					
Accounts payable	$ 710,974	$ 416,337	$ -	$ -	$ 472,939
Retention payable	-	-	-	-	-
Salaries and benefits payable	490,425	101,502	-	71,040	90,381
Unearned revenue	300	-	-	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
Total Liabilities	1,201,699	517,839	-	71,040	563,320
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	573,517	359,104	91,998	110,946	61,037
Deferred lease revenue	336,023	632,053	-	-	-
Total Deferred Inflows of Resources	909,540	991,157	91,998	110,946	61,037
FUND BALANCES					
Nonspendable	859,582	413,382	-	17,617	-
Restricted	2,524,477	3,759,350	1,941,403	19,127,205	6,743,114
Committed	2,052,737	-	-	-	-
Assigned	4,114,939	-	-	-	-
Unassigned	10,834,528	-	-	-	-
Total Fund Balances	20,386,263	4,172,732	1,941,403	19,144,822	6,743,114
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$22,497,502	$ 5,681,728	$ 2,033,401	$19,326,808	$ 7,367,471

The notes to the basic financial statements are an integral part of this statement.

Public Health	Capital Improvement	Other Governmental Funds	Totals
$ 1,080,637	$ 3,211,219	$ 17,212,297	$ 70,228,311
-	-	1,475	186,753
-	-	-	4,748
-	-	-	909,320
1,847,532	1,747,612	959,392	8,069,145
-	-	-	968,076
3,075	-	44,874	95,280
-	-	-	413,382
-	-	594,000	1,904,140
-	-	-	829,868
$ 2,931,244	$ 4,958,831	$ 18,812,038	$ 83,609,023
$ 81,326	$ 969,013	$ 400,275	$ 3,050,864
-	115,086	-	115,086
75,042	-	69,469	897,859
-	-	192,821	193,121
-	1,894,000	10,140	1,904,140
-	-	809,868	809,868
156,368	2,978,099	1,482,573	6,970,938
1,146,044	-	488,795	2,831,441
-	-	-	968,076
1,146,044	-	488,795	3,799,517
3,075	-	44,874	1,338,530
1,625,757	1,980,732	16,016,445	53,718,483
-	-	789,491	2,842,228
-	-	-	4,114,939
-	-	(10,140)	10,824,388
1,628,832	1,980,732	16,840,670	72,838,568
$ 2,931,244	$ 4,958,831	$ 18,812,038	$ 83,609,023

COUNTY OF PLUMAS
Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position - Governmental Activities
June 30, 2022

Total Fund Balance - Total Governmental Funds	$ 72,838,568
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets used in governmental activities are not financial resources and therefore, are not reported in the governmental funds Balance Sheet.	55,147,573
Right to use capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.	616,961
Other long-term receivables related to legal settlements are not available to pay for current period expenditures and therefore are not reported the governmental funds.	7,000,000
Other long-term assets are not available to pay for current period expenditures and therefore, are reported as unavailable revenues in the governmental funds.	2,831,441
Deferred outflows of resources related to pension and OPEB are not reported in the governmental funds.	9,040,846
Deferred inflows of resources related to pension and OPEB are not reported in the governmental funds.	(20,911,829)
Certain liabilities are not due and payable in the current period and therefore, are not reported in the governmental funds.	
Loans payable	(11,430,000)
Right-to-use leased assets	(629,281)
Compensated absences	(5,683,412)
Net pension liability	(36,984,239)
Net OPEB liability	(3,403,674)
Internal service funds are used by management to charge the cost of certain activities, such as insurance and equipment maintenance and operations, to individual funds. The assets and liabilities of the internal service funds must be added to the Statement of Net Position.	7,284,980
Net Position of Governmental Activities	$ 75,717,934

The notes to the basic financial statements are an integral part of this statement.

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COUNTY OF PLUMAS
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2022

	General Fund	Road	Local Revenue 2011	Social Services	Mental Health
REVENUES					
Taxes and assessments	$21,610,327	$ 1,427	$ -	$ -	$ -
Licenses, permits, and franchises	1,003,029	83,039	-	-	-
Fines and forfeitures	152,966	-	-	-	-
Intergovernmental	2,725,028	8,252,689	11,314,917	4,857,118	7,026,811
Use of money and property	(38,274)	12,706	(14,566)	(51,920)	(32,400)
Charges for services	1,500,980	589,239	-	-	17,520
Other revenues	509,205	49,733	-	83,468	521
Total Revenues	27,463,261	8,988,833	11,300,351	4,888,666	7,012,452
EXPENDITURES					
Current:					
General government	6,669,611	-	-	-	-
Public protection	15,070,861	-	-	-	-
Health and welfare	642,392	-	-	-	7,560,823
Public assistance	1,042,115	-	-	9,080,288	-
Education	703,683	-	-	-	-
Culture and recreation	449,842	-	-	-	-
Public ways and facilities	452,261	7,608,325	-	-	-
Debt service:					
Principal	18,241	-	-	4,223	41,906
Interest and other charges	3,444	-	-	180	11,770
Capital outlay	287,104	1,223,571	-	11,741	417,458
Total Expenditures	25,339,554	8,831,896	-	9,096,432	8,031,957
Excess of Revenues Over (Under) Expenditures	2,123,707	156,937	11,300,351	(4,207,766)	(1,019,505)
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	1,268	-	-	-
Debt proceeds	168,600	-	-	11,741	417,458
Transfers in	11,177,013	655,438	-	7,955,366	2,407,518
Transfers out	(9,645,491)	(84,980)	(10,666,257)	(91,531)	(830,381)
Total Other Financing Sources (Uses)	1,700,122	571,726	(10,666,257)	7,875,576	1,994,595
Net Change in Fund Balances	3,823,829	728,663	634,094	3,667,810	975,090
Fund Balances - Beginning	16,562,434	2,525,437	1,307,309	15,477,012	5,768,024
Prior period adjustment	-	918,632	-	-	-
Fund Balances - Beginning, Restated	16,562,434	3,444,069	1,307,309	15,477,012	5,768,024
Fund Balances - Ending	$20,386,263	$ 4,172,732	$ 1,941,403	$19,144,822	$ 6,743,114

The notes to the basic financial statements are an integral part of this statement.

Public Health	Capital Improvement	Other Governmental Funds	Totals
$ -	$ -	$ 345,059	$ 21,956,813
-	-	3,492	1,089,560
-	-	52,523	205,489
3,709,578	1,747,612	12,661,292	52,295,045
(2,528)	1,843,884	526,928	2,243,830
585,373	-	322,302	3,015,414
14,042	-	2,105,860	2,762,829
4,306,465	3,591,496	16,017,456	83,568,980
-	-	1,774,807	8,444,418
-	-	2,925,382	17,996,243
4,788,238	-	701,597	13,693,050
-	-	-	10,122,403
-	-	-	703,683
-	-	-	449,842
-	-	756,658	8,817,244
-	760,000	14,292	838,662
-	406,196	3,605	425,195
-	2,795,528	413,824	5,149,226
4,788,238	3,961,724	6,590,165	66,639,966
(481,773)	(370,228)	9,427,291	16,929,014
-	-	855	2,123
-	1,000,000	110,144	1,707,943
349,715	400,000	2,888,878	25,833,928
(293,000)	-	(4,176,710)	(25,788,350)
56,715	1,400,000	(1,176,833)	1,755,644
(425,058)	1,029,772	8,250,458	18,684,658
2,053,890	950,960	9,508,844	54,153,910
-	-	(918,632)	-
2,053,890	950,960	8,590,212	54,153,910
$ 1,628,832	$ 1,980,732	$ 16,840,670	$ 72,838,568

COUNTY OF PLUMAS
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Government-Wide Statement of Activities - Governmental Activities
For the Year Ended June 30, 2022

Net Change in Fund Balances - Total Governmental Funds	$ 18,684,658
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.	
Expenditures for capital outlay	5,149,226
Less current year depreciation	(2,352,135)
Contributions of capital assets	884,955
Various capital asset adjustments	(3,018)
Debt proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	
Principal retirements	760,000
Right-to-use capital asset liability retirements	78,662
Proceeds from issuance of debt	(1,000,000)
Proceeds related to right-to-use capital assets	(707,943)
Some revenues reported in the Statement of Activities will not be collected for several months after the County's year end and do not provide current financial resources and therefore, are not reported as revenues in the governmental funds.	
Change in accounts receivable related to legal settlement	7,000,000
Change in unavailable revenue	1,354,573
Certain changes in deferred outflows and deferred inflows of resources reported in the Statement of Activities relate to long-term liabilities and are not reported in the governmental funds.	
Change in deferred outflows of resources related to pension	(933,767)
Change in deferred inflows of resources related to pension	(18,334,762)
Change in deferred outflows of resources related to OPEB	782,287
Change in deferred inflows of resources related to OPEB	593,777
Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore, are not reported as expenditures in the governmental funds.	
Change in compensated absences	(677,599)
Change in net pension liability	22,047,939
Change in net OPEB liability	(1,343,792)
Internal service funds are used by management to charge the cost of certain activities, such as insurance and equipment maintenance and operations, to individual funds. The net revenue (expense) of certain internal service funds is reported with governmental activities.	2,086,888
Change in Net Position of Governmental Activities	$ 34,069,949

The notes to the basic financial statements are an integral part of this statement.

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COUNTY OF PLUMAS
Statement of Net Position
Proprietary Funds
June 30, 2022

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste Planning and Operation	Other Enterprise Funds	Totals	Internal Service Funds
ASSETS					
Current Assets:					
Cash and investments	$ 514,471	$ 90,538	$ 332,514	$ 937,523	$ 1,835,461
Cash with fiscal agent	-	-	-	-	9,419,527
Receivables:					
Accounts	50,122	69,318	2,618	122,058	-
Interest	11,221	-	-	11,221	-
Intergovernmental	-	-	2,049	2,049	-
Leases	951,493	-	-	951,493	-
Inventory	164,817	-	-	164,817	-
Total Current Assets	1,692,124	159,856	337,181	2,189,161	11,254,988
Noncurrent Assets:					
Restricted cash and investments	-	3,271,708	-	3,271,708	-
Capital Assets:					
Non-depreciable	497,438	161,025	-	658,463	-
Depreciable, net	4,435,580	217,845	201,236	4,854,661	-
Total Noncurrent Assets	4,933,018	3,650,578	201,236	8,784,832	-
Total Assets	6,625,142	3,810,434	538,417	10,973,993	11,254,988
DEFERRED OUTFLOWS OF RESOURCES					
Deferred pension adjustments	25,860	-	46,432	72,292	-
Deferred OPEB adjustments	3,593	-	5,604	9,197	-
Total Deferred Outflows of Resources	29,453	-	52,036	81,489	-
LIABILITIES					
Current Liabilities:					
Accounts payable	47,780	9,973	282,039	339,792	-
Salaries and benefits payable	3,566	-	8,139	11,705	-
Compensated absences payable	2,550	-	8,777	11,327	-
Accrued claims liability	-	-	-	-	3,970,008
Total Current Liabilities	53,896	9,973	298,955	362,824	3,970,008
Noncurrent Liabilities:					
Advances from other funds	20,000	-	-	20,000	-
Compensated absences payable	5,249	-	7,339	12,588	-
Closure/post-closure liability	-	3,979,412	-	3,979,412	-
Net pension liability	86,117	-	178,841	264,958	-
Net OPEB liability	15,632	-	24,385	40,017	-
Total Noncurrent Liabilities	126,998	3,979,412	210,565	4,316,975	-
Total Liabilities	180,894	3,989,385	509,520	4,679,799	3,970,008

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 1 of 2)

COUNTY OF PLUMAS
Statement of Net Position
Proprietary Funds
June 30, 2022

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste Planning and Operation	Other Enterprise Funds	Totals	Internal Service Funds
DEFERRED INFLOWS OF RESOURCES					
Deferred lease receivable	951,493	-	-	951,493	-
Deferred pension adjustments	54,752	-	93,912	148,664	-
Deferred OPEB adjustments	10,332	-	16,117	26,449	-
Total Deferred Inflows of Resources	1,016,577	-	110,029	1,126,606	-
NET POSITION					
Investment in capital assets	4,933,018	378,870	201,236	5,513,124	-
Unrestricted	524,106	(557,821)	(230,332)	(264,047)	7,284,980
Total Net Position	$ 5,457,124	$ (178,951)	$ (29,096)	$ 5,249,077	$ 7,284,980

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 2 of 2)

COUNTY OF PLUMAS
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste Planning and Operation	Other Enterprise Funds	Totals	Internal Service Funds
OPERATING REVENUES					
Charges for services	$ 417,507	$ 238,794	$ 342,428	$ 998,729	$ 2,153,802
Other revenues	201,685	19,004	-	220,689	1,342,829
Total Operating Revenues	619,192	257,798	342,428	1,219,418	3,496,631
OPERATING EXPENSES					
Salaries and benefits	145,730	-	304,331	450,061	-
Services and supplies	494,314	735,598	967,733	2,197,645	-
Claims paid/liability adjustment	-	-	-	-	1,400,145
Depreciation	548,305	37,421	147,530	733,256	-
Total Operating Expenses	1,188,349	773,019	1,419,594	3,380,962	1,400,145
Operating Income (Loss)	(569,157)	(515,221)	(1,077,166)	(2,161,544)	2,096,486
NON-OPERATING REVENUES (EXPENSES)					
Taxes	3,827	-	-	3,827	-
Intergovernmental revenue	30,000	-	809,454	839,454	-
Interest income	140,749	(13,115)	(2,934)	124,700	(9,598)
Total Non-Operating Revenues (Expenses)	174,576	(13,115)	806,520	967,981	(9,598)
Income (Loss) Before Contributions and Transfers	(394,581)	(528,336)	(270,646)	(1,193,563)	2,086,888
Capital contributions	99,090	-	-	99,090	-
Transfers in	-	-	17,736	17,736	-
Transfers out	-	(63,314)	-	(63,314)	-
Change in Net Position	(295,491)	(591,650)	(252,910)	(1,140,051)	2,086,888
Total Net Position - Beginning	5,752,615	412,699	223,814	6,389,128	5,198,092
Total Net Position - Ending	$ 5,457,124	$ (178,951)	$ (29,096)	$ 5,249,077	$ 7,284,980

The notes to the basic financial statements are an integral part of this statement.

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COUNTY OF PLUMAS
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste Planning and Operation	Other Enterprise Funds	Totals	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$ 640,212	$ 224,855	$ 353,300	$ 1,218,367	$ 3,496,631
Payments to suppliers	(527,627)	(252,386)	(894,202)	(1,674,215)	(2,248,700)
Payments to employees	(154,516)	-	(317,013)	(471,529)	-
Net Cash Provided (Used) by Operating Activities	(41,931)	(27,531)	(857,915)	(927,377)	1,247,931
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Tax revenue received	3,827	-	-	3,827	-
Intergovernmental revenue received	135,949	63,804	807,405	1,007,158	-
Transfers from other funds	-	-	17,736	17,736	-
Transfers to other funds	-	(63,314)	-	(63,314)	-
Net Cash Provided (Used) by Noncapital Financing Activities	139,776	490	825,141	965,407	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Acquisition of capital assets	(32,916)	(4,020)	-	(36,936)	-
Capital contributions received	99,090	-	-	99,090	-
Net Cash Provided (Used) by Capital and Related Financing Activities	66,174	(4,020)	-	62,154	-
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest on investments	129,528	(13,115)	(2,934)	113,479	(9,598)
Net Cash Provided (Used) by Investing Activities	129,528	(13,115)	(2,934)	113,479	(9,598)
Net Increase (Decrease) in Cash and Cash Equivalents	293,547	(44,176)	(35,708)	213,663	1,238,333
Balances - Beginning	220,924	3,406,422	368,222	3,995,568	10,016,655
Balances - Ending	$ 514,471	$ 3,362,246	$ 332,514	$ 4,209,231	$ 11,254,988

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 1 of 2)

COUNTY OF PLUMAS
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2022

	Business-Type Activities - Enterprise Funds				Governmental Activities
	Airport	Solid Waste Planning and Operation	Other Enterprise Funds	Totals	Internal Service Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES					
Operating income (loss)	$ (569,157)	$ (515,221)	$ (1,077,166)	$ (2,161,544)	$ 2,096,486
Adjustments to reconcile operating income to net cash provided (used) by operating activities:					
Depreciation	548,305	37,421	147,530	733,256	-
Decrease (increase) in:					
Accounts receivable	21,020	(32,943)	10,872	(1,051)	-
Prepaid costs	-	100	-	100	-
Inventory	(44,721)	-	-	(44,721)	-
Pension adjustments - deferred outflows	4,924	-	8,234	13,158	-
OPEB adjustments - deferred outflows	(3,593)	-	(5,604)	(9,197)	-
Increase (decrease) in:					
Accounts payable	11,408	(2,506)	73,531	82,433	-
Salaries and benefits payable	830	-	400	1,230	-
Unearned revenue	-	-	-	-	-
Compensated absences payable	6,401	-	14,059	20,460	-
Accrued claims liability	-	-	-	-	(848,555)
Closure/post-closure liability	-	485,618	-	485,618	-
Net pension liability	(72,545)	-	(123,252)	(195,797)	-
Net OPEB liability	5,937	-	9,263	15,200	-
Pension adjustments - deferred inflows	52,310	-	88,975	141,285	-
OPEB adjustments - deferred inflows	(3,050)	-	(4,757)	(7,807)	-
Net Cash Provided (Used) by Operating Activities	$ (41,931)	$ (27,531)	$ (857,915)	$ (927,377)	$ 1,247,931

The notes to the basic financial statements are an integral part of this statement.

Continued (Page 2 of 2)

COUNTY OF PLUMAS
Statement of Net Position
Fiduciary Funds
June 30, 2022

	Investment Trust Funds	Custodial Funds
ASSETS		
Cash and investments	$80,128,495	$ 373,292
Receivables:		
Accounts	40,136	122,790
Taxes	-	2,213,376
Intergovernmental	360,774	925
Prepaid costs	2,524	-
Total Assets	80,531,929	2,710,383
LIABILITIES		
Accounts payable	373,585	-
Salaries and benefits payable	94,733	-
Total Liabilities	468,318	-
NET POSITION		
Restricted for:		
Pool participants	80,063,611	-
Individuals, organizations and other governments	-	2,710,383
Total Net Position	$80,063,611	$ 2,710,383

The notes to the basic financial statements are an integral part of this statement.

COUNTY OF PLUMAS
Statement of Changes in Fiduciary Net Position
Fiduciary Funds
For the Year Ended June 30, 2022

	Investment Trust Funds	Custodial Funds
ADDITIONS		
Contributions to investment pool	$125,454,372	$ 62,246,510
Net investment income	(337,292)	36,663
Total Additions	125,117,080	62,283,173
DEDUCTIONS		
Distributions from investment pool	121,070,507	61,836,752
Total Deductions	121,070,507	61,836,752
Total Change in Net Position	4,046,573	446,421
Net Position - Beginning	76,017,038	2,263,962
Net Position - Ending	$ 80,063,611	$ 2,710,383

The notes to the basic financial statements are an integral part of this statement.

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Basic Financial Statements

- **Notes to Basic Financial Statements**

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NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The County operates under an Administrator-Board of Supervisors form of government and provides various services on a county-wide basis including law and justice, education, detention, social services and health, fire protection, road construction, road maintenance, transportation, park and recreation facilities, elections and records, communications, planning, zoning, and tax collection.

Component Units

Generally accepted accounting principles require government financial statements to include the primary government and its component units. Component units of a governmental entity are legally separate entities for which the primary government is considered to be financially accountable and for which the nature and significance of their relationship with the primary government are such that exclusion would cause the combined financial statements to be misleading. The primary government is considered to be financially accountable if it appoints a majority of an organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government.

Reporting for component units on the County's financial statements can be blended or discretely presented. Blended component units are, although legally separate entities, in substance part of the County's operations and, therefore, data from these units are combined with data of the primary government. Discretely presented component units, on the other hand, would be reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the government.

For financial reporting purposes, the County's basic financial statements include all financial activities that are controlled by or are dependent upon actions taken by the Board of Supervisors. The financial statements of the individual component units may be obtained by writing to the County of Plumas, Auditor-Controller's Office, 520 W. Main Street, Quincy, CA 95971.

Blended Component Units

County Fair - The County Fair was established by the County Board of Supervisors. The Fair Board is composed of members appointed by the County's Board of Supervisors. The County elected officials have a continuing full or partial oversight responsibility over and accountability for fiscal matters of the fair. As an integral part of the County, the County fair is reported as a nonmajor special revenue fund in the County's financial statements.

Special Districts Governed by the Board of Supervisors - The County Board of Supervisors is the governing body of a number of special purpose district funds. Among its duties, the County Board of Supervisors approves the budgets, special taxes and fees and all payments of these special districts. As an integral part of the County, the special districts are reported as nonmajor special revenue funds in the County's financial statements.

Air Pollution	Flood Control
Crescent Mills Lighting	CSA #11 Ambulance
Quincy Lighting	Walker Ranch CSD
Beckwourth CSA Sewer	Grizzly Ranch CSD

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

A. Reporting Entity (Continued)

Blended Component Units (Continued)

CSA #12 Plumas County Transit - The CSA #12 Plumas County Transit was established June 1, 1982 to provide transportation services for the County. The County Board of Supervisors is the governing body of this fund and approves all payments. As an integral part of the County, this fund is reported as a nonmajor enterprise fund in the County's financial statements.

County of Plumas Public Facilities Corporation - The Corporation was originally established in 2002 as a nonprofit public benefit corporation. The Corporation was reorganized in 2015 to refinance certificates of participation previously issued. The Corporation was created for the purpose of providing financing for public capital improvements owned and operated by the County. The Corporation is the lessor for the County's Umpqua Bank Loan and makes debt service payments on behalf of the County. The Board of Supervisors is the governing body of the Corporation and because its financial and operational relationship with the County is closely integrated, the activity and debt of the Corporation is reported in the County financial statements and the Corporation does not issue separate financial statements.

Discretely Presented Component Units

There are no component units of the County which meet the criteria for discrete presentation.

Related Organizations

Plumas County Community Development Commission - The Plumas County Community Development Commission (PCCDC) was established to operate and to govern the Housing Authority and the Community Development Commission. PCCDC is considered to be a related organization to the County of Plumas.

Joint Agencies

The County is a participant in Trindel Insurance Fund (Trindel) the purpose of which is to provide for the creation and operation of a common risk sharing and insurance purchasing pool to be used to meet the obligations of the member counties to provide Worker's Compensation benefits for their employees and to provide public liability and property damage insurance for its members. Trindel is governed by a Joint Powers Agreement between the member counties pursuant to Article 1 (commencing with Section 6500), Chapter 5 of Division 7, Title 1 of the Government Code of California. Complete audited financial statements can be obtained from their office at P.O. Box 2069, Weaverville, CA 96093. The County is not financially accountable for this organization and therefore it is not a component unit under Statement Nos. 14, 39 and 61 of the Governmental Accounting Standards Board.

The County is a member of the California State Association of Counties Excess Insurance Authority (CSACEIA). CSACEIA is a joint powers authority organized for the purpose of developing and funding excess insurance programs for member counties. CSACEIA operates public entity risk pools for workers' compensation, comprehensive liability, property, and medical malpractice, and the pool purchases excess insurance and services for members. CSACEIA is under the control and direction of a board of directors consisting of representatives of the fifty member counties. Complete audited financial statements can be obtained from CSACEIA's office at 75 Iron Point Circle, Suite 200, Folsom, CA 95630. The County is not financially accountable for this organization and therefore it is not a component unit under Statement Nos. 14, 39 and 61 of the Governmental Accounting Standards Board.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation

Government-Wide Financial Statements

The Statement of Net Position and Statement of Activities display information on all of the nonfiduciary activities of the County and its blended component units. These statements include the financial activities of the overall government, except fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. Interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the governmental and business-type activities of the County. Governmental activities, which are normally supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each different identifiable activity of the County's business-type activities and each function of the County's governmental activities. Direct expenses are those that are specifically associated with a program or function and; therefore, are clearly identifiable to a particular function. Certain indirect costs, which cannot be identified and broken down are included in the program expense reported for individual functions and activities. Program revenues include 1) charges paid by the recipients of goods and services offered by the program, 2) operating grants and contributions, and 3) capital grants and contributions. Taxes and other items not properly included among program revenues are presented instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the County's funds, including fiduciary funds and blended component units. Funds are organized into three major categories: governmental, proprietary and fiduciary. The emphasis is placed on major funds within the governmental and proprietary categories; each is displayed in a separate column. All remaining governmental and proprietary funds are separately aggregated and reported as nonmajor funds.

The County reports the following major governmental funds:

- The General fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the County that are not accounted for through other funds. For the County, the General fund includes such activities as public protection, public ways and facilities, health and welfare, public assistance, education, and recreation services.

- The Road fund is a special revenue fund used to account for revenues and expenditures for streets and road expansion. Funding comes primarily from state highway users tax and state and federal highway improvement grants.

- The Local Revenue 2011 fund is a special revenue fund used to account for revenues and expenditures related to realignment funding. Funding comes primarily from state realignment revenues.

- The Social Services fund is a special revenue fund used to account for revenues and expenditures for social welfare. Funding comes primarily from state and federal grant revenues.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

Fund Financial Statements (Continued)

- The Mental Health fund is a special revenue fund used to account for revenues and expenditures for mental health programs. Funding comes primarily from state grant revenue.

- The Public Health fund is a special revenue fund used to account for revenues and expenditures for public health programs. Funding comes primarily from federal and state grant revenue.

- The Capital Improvement fund is a debt service fund used to account for revenue and expenditures for capital improvements and related debt service payments. Funding comes primarily from federal and state grant revenue.

The County reports the following major proprietary funds:

- The Airport fund is an enterprise fund used to account for activity related to providing customers with airport facilities and services.

- The Solid Waste Planning and Operation fund is an enterprise fund used to account for activity related to providing customers with solid waste service.

The County reports the following additional fund types:

- Internal Service funds account for the County's self-insurance programs which provide services to other departments on a cost reimbursement basis.

- Investment Trust funds account for the external portion of the County's Investment Pool which commingles resources of legally separate local governments within the County in an investment portfolio for the benefit of all participants. These entities include school districts and other special districts governed by local boards, regional boards, and authorities. These funds represent the assets, primarily cash and investments, and the related liability of the County to disburse these monies on demand.

- Custodial funds are used to report fiduciary activities that are not required to be reported in pension (and other employee benefit) trust funds, investment trust funds, or private-purpose trust funds. These include unapportioned property taxes and other custodial funds.

C. Basis of Accounting and Measurement Focus

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the County gives (or receives) value without directly receiving (or giving) equal value in exchange, include property and sales tax, grants, entitlements, and donations. Under the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenues from sales tax are recognized when the underlying transactions take place. Revenues from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Basis of Accounting and Measurement Focus (Continued)

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. Property and sales taxes, interest, certain state and federal grants, and charges for services are considered susceptible to accrual and are accrued when their receipt occurs within sixty days after the end of the fiscal year. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures as well as expenditures related to claims and judgments are recorded only when payment is due. General capital asset acquisitions are reported as expenditures in the various functions of the governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as other financing sources.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the enterprise and internal service funds are charges to customers for sales and services. Operating expenses for enterprise and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Fiduciary funds include investment trust funds and custodial funds. All investment trust funds are reported using the economic resources measurement focus and the accrual basis of accounting. Custodial funds are reported using the accrual basis of accounting to recognize receivables and payables.

D. Non-Current Governmental Assets/Liabilities

Non-current governmental assets and liabilities, such as capital assets and long-term liabilities, are reported in the governmental activities column in the government-wide Statement of Net Position.

E. Cash and Cash Equivalents

For purposes of the accompanying Statement of Cash Flows, the County considers all highly liquid investments, including cash with fiscal agent, with a maturity of three months or less when purchased and their equity in the County Treasurer's investment pool, to be cash equivalents.

F. Investments

The County sponsors an investment pool that is managed by the County Treasurer. The County's pool activity is governed by California Government Code Sections 27000.1 and 53607, as well as the County's investment policy.

Investment transactions are recorded on the trade date. The fair value of investments is determined annually. Investments in nonparticipating interest-earning investment contracts are reported at cost; short-term investments are reported at amortized cost, investments in the State of California Local Agency Investment Fund, an external pool, are reported at amortized cost which approximates fair value, and the fair value of all other investments are obtained by using quotations obtained from independent published sources or by the safekeeping institution. The fair value represents the amount the County could reasonably expect to receive for an investment in a current sale between a willing buyer and seller.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Investments (Continued)

Participant's equity in the investment pool is determined by the dollar amount of participant deposits, adjusted for withdrawals and distributed investment income. Investment income is determined on an amortized cost basis. Interest payments, accrued interest, accreted discounts, amortized premiums, and realized capital gains and losses, net of administrative fees, are apportioned to pool participants every quarter. This method differs from the fair value method used to value investments in these financial statements as unrealized gains or losses are not apportioned to pool participants. During the fiscal year ended June 30, 2022, the County Treasurer has not entered into any legally binding guarantees to support the value of participant equity in the investment pool.

Income from pooled investments is allocated to the individual funds or external participants based on the fund or participant's average daily cash balance at quarter end in relation to the total pool investments. Interest income earned in fiduciary funds where there are no interest earnings requirements are assigned to the General fund per County policy. Income from non-pooled investments is recorded based on the specific investments held by the fund.

G. Restricted Cash and Investments

Restricted assets in the County's enterprise funds represent cash and investments held in the Solid Waste Planning and Operation fund of $3,271,708 for closure/post-closure funding.

H. Receivables

Receivables for governmental activities consist mainly of accounts, interest, taxes, intergovernmental, and lease revenues. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

Receivables for business-type activities consist mainly of user fees, interest, intergovernmental, and lease revenues. Management believes its receivables are fully collectible and, accordingly, no allowance for doubtful accounts is required.

I. Other Assets

Inventory

Inventories are stated at cost (first-in, first-out basis) for governmental funds and proprietary funds. Inventory recorded by governmental funds includes postage and materials and supplies for roads. Governmental fund inventories are recorded as expenditures at the time the inventory is consumed. Inventory recorded by proprietary funds includes fuel for the Airport. Proprietary fund inventories are recorded as expenses at the time the inventory is consumed.

Prepaid Items

Payments made for services that will benefit periods beyond June 30, 2022 are recorded as prepaid costs under both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Capital Assets

Capital assets, including public domain (infrastructure such as roads, bridges, sidewalks, sewer, and similar items) are defined by the County as assets with a cost of more than $5,000 and an estimated useful life of more than five years. Capital assets are recorded at historical cost, or estimated historical cost if actual historical cost is unavailable. Contributed capital assets are recorded at their acquisition value at the date of donation.

Infrastructure assets, including bridges and roads, have been stated at estimated historical cost. Estimated historical cost for bridges was arrived at by developing a listing of all bridges constructed after 1980. Using the year constructed, width, and length of the bridges, the estimated historical cost was calculated. Estimated historical cost for roads was arrived at by developing a list of all roads located within the County. Each road was identified by type, paved/flat, paved/hillside, and graveled. The current cost assigned to each road was factored back to the year of construction using the federal-aid highway construction factors to arrive at an estimated historical cost for each road.

Capital assets used in operations are depreciated or amortized using the straight-line method over the assets' estimated useful lives in the government-wide financial statements. The range of estimated useful lives by type of asset is as follows:

Depreciable Asset	Estimated Lives
Equipment	5 to 25 years
Structures and improvements	5 to 50 years
Infrastructure	30 to 50 years

Maintenance and repairs are charged to operations when incurred. Betterments and major improvements which significantly increase values, change capacities or extend useful lives are capitalized. Upon sale or retirement of capital assets, the cost and related accumulated depreciation are removed from the respective accounts and any resulting gain or loss is included in the results of operations.

K. Property Tax

The State of California's (State) Constitution Article XIIIA provides that the combined maximum property tax rate on any given property may not exceed 1 percent of its assessed value unless an additional amount for general obligation debt has been approved by voters. Assessed value is calculated at 100 percent of market value, as defined by Article XIIIA, and may be adjusted by no more than 2 percent per fiscal year unless the property is sold or transferred. The State Legislature has determined the method of distribution of receipts from a 1 percent tax levy among the County, cities, school districts, and other districts.

The County of Plumas is responsible for assessing, collecting, and distributing property taxes in accordance with State law. Property taxes are levied on both secured (real property) and unsecured (personal property other than land and buildings) property. Supplemental property taxes are assessed upon transfer of ownership in property or completion of new construction.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Property Tax (Continued)

The County levies, bills, and collects taxes as follows:

	Secured	Unsecured
Valuation/lien dates	January 1	January 1
Due dates	November 1 (1st installment) February1 (2nd installment)	July 1
Delinquent dates	December 10 (1st installment) April 10 (2nd installment)	August 31

The County of Plumas apportions secured property tax revenue in accordance with the alternate method of distribution, the "Teeter Plan", as prescribed by Sections 4701 through 4717 of the California Revenue and Taxation code. Under the Teeter Plan, the County allocates to local taxing agencies 100 percent of the secured property taxes billed. In return, the County retains penalties and interest on delinquent secured taxes in the Tax Loss Reserve Fund (TLRF). The primary purpose of TLRF is to cover losses that may occur as a result of special sales of tax-defaulted property.

The County is legally required to maintain a minimum balance of 1 percent of the annual taxes levied on properties participating in the Teeter Plan. The balance in the TLRF was $481,428 at June 30, 2022. The County's management believes that any ownership rights to the TLRF the County may have are effective only upon a Board approved transfer or to the extent of losses related to the sale of tax defaulted property. Amounts in the TLRF are considered to be held in a custodial capacity for the participants in the County's Teeter Plan and accounted for in a custodial fund.

L. Interfund Transactions

Interfund transactions are reflected as either loans, services provided or used, reimbursements or transfers.

Loans reported as receivables and payables are referred to as either "due from/to other funds" (i.e., the current portion of interfund loans) or "advances to/from other funds" (i.e., the noncurrent portion of interfund loans) as appropriate and are subject to elimination upon consolidation. Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as "internal balances". Advances between funds, as reported in the fund financial statements, are offset by a nonspendable fund balance account in applicable governmental funds to indicate that they are not in spendable form.

Services provided or used, deemed to be at market or near market rates, are treated as revenues and expenditures or expenses. These services provide information on the net cost of each government function and therefore are not eliminated in the process of preparing the government-wide Statement of Activities.

Reimbursements occur when the funds responsible for particular expenditures or expenses repay the funds that initially paid for them. Such reimbursements are reflected as expenditures or expenses in the reimbursing fund and reductions to expenditures or expenses in the reimbursed fund.

All other interfund transactions are treated as transfers. Transfers between funds are netted as part of the reconciliation to the government-wide presentation.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

M. Unearned Revenue

Under the accrual and modified accrual basis of accounting, revenue may be recognized only when it is earned. When assets are recognized in connection with a transaction before the earnings process is complete, those assets are offset by a corresponding liability for unearned revenue.

N. Compensated Absences

The County's policy regarding vacation and other leave obligations is to permit employees to accumulate earned but unused vacation and other leave obligations. The liability for these compensated absences is recorded as long-term debt in the government-wide financial statements, with the current portion estimated based on historical trends. In the governmental fund financial statements, the expenditures and liabilities related to those obligations are recognized only when they mature, while the proprietary funds report the liability as it is incurred. The County includes its share of social security and medicare taxes payable on behalf of the employees in the accrual for compensated absences.

O. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the County's California Public Employees' Retirement System (CalPERS) plan (Plan) and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Measurement Period	July 1, 2020 to June 30, 2021

P. Other Postemployment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the County's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Generally accepted accounting principles require that the reported results must pertain to liability and asset information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	July 1, 2022
Measurement Date	June 30, 2022
Measurement Period	July 1, 2021 to June 30, 2022

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then. The County has two items which qualify for reporting in this category. These items relate to the outflows from changes in the net pension liability and net OPEB liability and are reportable on the Statement of Net Position.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The County has four types of items which qualify for reporting in this category. The first item, unavailable revenue, is reported only on the governmental funds balance sheet. The governmental funds report unavailable revenues for receivables that have not been received within the modified accrual period. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available. The second and third items relate to the inflows from changes in the net pension liability and net OPEB liability and are reportable on the Statement of Net Position. The fourth item relates to deferred inflows from leases receivable.

R. Estimates

The preparation of basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

S. Implementation of Governmental Accounting Standards Board (GASB) Statements

The following Governmental Accounting Standards Board (GASB) Statements have been implemented, if applicable, in the current financial statements.

Statement No. 87, Leases. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract.

Statement No. 89, Accounting for Interest Cost Incurred before the End of a Construction Period. This statement enhances the relevance and comparability of information about capital assets and the cost of borrowing for a reporting period and simplifies accounting for interest cost incurred before the end of a construction period.

Statement No. 92, Omnibus 2020. This Statement will enhance comparability in the application of accounting and financial reporting requirements and will improve the consistency of authoritative literature.

Statement No. 93, Replacement of Interbank Offered Rates. The objective of this Statement is to address implications of GASB Statement No. 53 and GASB Statement No. 87 and other accounting and financial reporting implications that result from the replacement of an IBOR.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

S. Implementation of Governmental Accounting Standards Board (GASB) Statements (Continued)

Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans. The requirements of this Statement will result in more consistent financial reporting of defined contribution pension plans, defined contribution OPEB plans, and other employee benefit plans, while mitigating the costs associated with reporting those plans. The requirements also will enhance the relevance, consistency, and comparability of (1) the information related to Section 457 plans that meet the definition of a pension plan and the benefits provided through those plans and (2) investment information for all Section 457 plans.

T. Future Accounting Pronouncements

The following GASB Statements will be implemented, if applicable, in future financial statements:

Statement No. 91 "Conduit Debt Obligations" The requirements of this statement are effective for periods beginning after December 15, 2021. (FY 22/23)

Statement No. 94 "Public-Private and Public-Public Partnerships and Availability Payment Arrangements" The requirements of this statement are effective for periods beginning after June 15, 2022. (FY 22/23)

Statement No. 96 "Subscription-Based Information Technology Arrangements" The requirements of this statement are effective for periods beginning after June 15, 2022. (FY 22/23)

NOTE 2: STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

A. Restatement of Fund Balance

Adjustments resulting from errors or a change to comply with provisions of the accounting standards are treated as adjustments to prior periods. Accordingly, the County reports these changes as restatements of beginning net fund balance. During the current year the County reported a prior period adjustment to correct prior year intergovernmental accruals in incorrect funds.

The impact of the restatement on the fund balance of the fund financial statements as previously reported is presented below:

	Road	Other Governmental Funds
Fund Balance, June 30, 2021 as previously reported	$ 2,525,437	$ 9,508,844
Adjustment associated with:		
Correction of prior year intergovernmental accrual	918,632	(918,632)
Total Adjustments	918,632	(918,632)
Fund Balance, July 1, 2021 as restated	$ 3,444,069	$ 8,590,212

NOTE 2: STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

B. Deficit Fund Balance/Net Position

The following non-major governmental fund had a deficit fund balance as of June 30, 2022. This deficit is expected to be eliminated through future additional funding.

Air Pollution	$ 10,140

The following major enterprise fund had a deficit net position as of June 30, 2022. This deficit is expected to be eliminated through future additional funding.

Solid Waste Planning and Operation	$ 178,951

The following non-major enterprise fund had deficit net position as of June 30, 2022. This deficit is expected to be eliminated through future additional funding.

Senior Transit	$ 147,594

C. Rebatable Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. At June 30, 2022, the County does not expect to incur a liability.

NOTE 3: CASH AND INVESTMENTS

The County Treasurer manages, in accordance with California Government Code Section 53600, funds deposited in the investment pool by the County, all county school districts, various special districts, and some cities within the County. The County investment pool is not registered with the Securities and Exchange Commission as an investment company. California Government Code and the County's Investment Policy govern the investment pool activity. The objectives of the policy are in order of priority, safety, liquidity, yield and public trust. The pool attempts to match maturities with planned outlays and maximize the return on investment over various market cycles. Yield is considered only after safety and credit quality have been met, consistent with limiting risk and prudent investment principles.

The Board of Supervisors monitor and review the management of public funds maintained in the investment pool in accordance with Article 6 Section 27131 of the California Government Code. The Board of Supervisors review and approve the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to the members of the Board of Supervisors and the investment pool participants every month. The report covers the type of investments in the pool, maturity dates, par value, actual cost and fair value. All cash and investments, with the exception of deposits with fiscal agents, are considered part of the investment pool.

The County sponsored investment pool includes both internal and external participants. The portion of the pool attributable to external pool participants, which are considered involuntary participants, are included in the primary government as Investment Trust Funds which do not have separate financial reports. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer. The investments of involuntary participants in the investment pool totaled $80,128,495 at June 30, 2022.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

A. Financial Statement Presentation

As of June 30, 2022, the County's cash and investments are reported in the financial statements as follows:

Primary government	$ 85,692,530
Investment trust funds	80,128,495
Custodial funds	373,292
Total Cash and Investments	$ 166,194,317

As of June 30, 2022, the County's cash and investments consisted of the following:

Cash:	
Cash on hand	$ 17,433
Deposits (less outstanding checks)	9,941,884
Total Cash in County Pool	9,959,317
Deposits with fiscal agents	9,419,527
Total Cash	19,378,844
Investments:	
In Treasurer's Pool	146,815,473
Total Investments	146,815,473
Total Cash and Investments	$ 166,194,317

B. Cash

At year end, the carrying amount of the County's cash deposits (including amounts in checking accounts, money market accounts and deposits with fiscal agents) was $19,361,411 and the bank balance was $13,806,829. The difference between the bank balance and the carrying amount represents outstanding checks and deposits in transit. In addition, the County had cash on hand of $17,433.

Custodial Credit Risk for Deposits - Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the County will not be able to recover its deposits or collateral securities that are in the possession of an outside party. The County's investment policy requires that deposits in banks must meet the requirements of the California Government Code. Under this code, deposits of more than $250,000 must be collateralized at 105 percent to 150 percent of the value of the deposit to guarantee the safety of the public funds. The first $250,000 of the County's deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Deposits of more than the $250,000 insured amount are collateralized.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

C. Investments

Pursuant to Section 53646 of the Government Code, the County prepares an investment policy annually and presents it to the Board of Supervisors for review and approval. The investment policy provides the basis for the management of a prudent, conservative investment program. Funds are invested to provide the maximum security of principal with secondary emphasis on achieving the highest return, while meeting daily cash flow needs. All investments are made in accordance with the Government Code and, in general, the investment policy is more restrictive than state law. Under the provisions of the County's investment policy the County may invest or deposit in the following:

U.S. Treasuries
Federal Agency or United States government-sponsored enterprise obligations
Obligations of the State of California or any local agency within the State
Registered Treasury Notes or Bonds of any of the other 49 states in addition to California
Bankers' Acceptances
Repurchase Agreements
Commercial Paper
Time Certificates of Deposit
Negotiable Certificates of Deposit
Medium-Term Notes
Shares of Beneficial Interest
State of California Local Agency Investment Fund (LAIF)
Asset-Backed Securities
Supranationals
California Asset Management Program (CAMP)

Fair Value of Investments - The County measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy as follows:

Level 1: Quoted prices for identical investments in active markets;
Level 2: Observable inputs other than quoted market prices; and,
Level 3: Unobservable inputs

The County's position in external investment pools is in itself regarded as a type of investment and looking through to the underlying investments of the pool is not appropriate. Therefore, the County's investment in external investment pools is not recognized in the three-tiered fair value hierarchy described above.

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

C. Investments (Continued)

At June 30, 2022, the County had the following recurring fair value measurements:

Investment Type	Fair Value	Fair Value Measurements Using Level 1	Level 2	Level 3
Investments by Fair Value Level				
U.S. Treasuries	$ 11,965,073	$ 11,965,073	$ -	$ -
Federal Agencies	6,614,290	6,614,290	-	-
Medium -Term Notes	7,448,864	7,448,864	-	-
Negotiable Certificates of Deposit	235,327	235,327	-	-
Municipal Bonds	1,083,829	1,083,829		
Supranationals	960,712	960,712	-	-
Asset-Backed Securities	1,376,792	1,376,792	-	-
Total Investments Measured at Fair Value	29,684,887	$ 29,684,887	$ -	$ -
Investments in External Investment Pools				
LAIF	45,057,493			
CAMP	72,073,093			
Total Investments	$ 146,815,473			

Interest Rate Risk - Interest rate risk is the risk of loss due to the fair value of an investment falling due to interest rates rising. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. To limit the exposure to fair value losses from increases in interest rates, the County's investment policy limits investment maturities to a term appropriate to the need for funds so as to permit the County to meet all projected obligations. Any investments that mature more than five years from the date of purchase require prior approval of the Board of Supervisors.

As of June 30, 2022, the County had the following investments, all of which had a maturity of 5 years or less:

Investment Type	Interest Rates	Maturities 0-1 year	Maturities 1-5 years	Fair Value	Weighted Average Maturity (Years)
U.S. Treasuries	0.125-2.500%	$ 1,173,280	$ 10,791,793	$ 11,965,073	2.24
Federal Agencies	0.250-3.750%	449,232	6,165,058	6,614,290	3.39
Medium -Term Notes	0.400-3.875%	274,418	7,174,446	7,448,864	2.70
Negotiable Certificates of Deposit	0.590-2.040%	235,327	-	235,327	0.71
Municipal Bonds	0.794-3.743%	-	1,083,829	1,083,829	2.70
Supranationals	0.125-2.500%	-	960,712	960,712	2.22
Asset-Backed Securities	0.340-3.130%	-	1,376,792	1,376,792	3.65
LAIF	Variable	45,057,493	-	45,057,493	-
CAMP	Variable	72,073,093	-	72,073,093	-
Total Investments		$119,262,843	$ 27,552,630	$146,815,473	0.56

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

C. Investments (Continued)

Credit Risk - Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The County's investment policy sets specific parameters by the type of investment to be met at time of purchase. Presented below is the minimum rating required by (where applicable) the California Government Code or the County's investment policy, and the actual rating as of year-end for each investment type.

Investment Type	Minimum Legal Rating	Standard & Poor's Rating	Moody's Rating	% of Portfolio
U.S. Treasuries	-	-	-	8.15%
Federal Home Loan Bank	-	-	-	1.10%
Federal Home Loan Mortgage Corporation - CMO	-	-	-	0.27%
Federal Home Loan Mortgage Corporation	-	-	-	1.19%
Federal National Mortgage Association	-	-	-	1.78%
Federal National Mortgage Association - CMO	-	-	-	0.16%
Medium-Term Notes	A	AA+	Aaa	0.16%
Medium-Term Notes	A	AA	A1	0.12%
Medium-Term Notes	A	AA	Aa2	0.20%
Medium-Term Notes	A	AA-	Aa2	0.16%
Medium-Term Notes	A	AA-	Aa3	0.17%
Medium-Term Notes	A	A+	A1	0.09%
Medium-Term Notes	A	A+	A2	0.35%
Medium-Term Notes	A	A+	A3	0.10%
Medium-Term Notes	A	A	A1	0.29%
Medium-Term Notes	A	A	A2	0.58%
Medium-Term Notes	A	A-	A1	0.37%
Medium-Term Notes	A	A-	A2	0.47%
Medium-Term Notes	A	A-	A3	0.91%
Medium-Term Notes	A	BBB+	A2	0.57%
Medium-Term Notes	A	BBB+	A3	0.15%
Medium-Term Notes	A	BBB+	Baa1	0.20%
Medium-Term Notes	A	BBB	Baa2	0.19%
Negotiable Certificates of Deposit	N/A	A-1	P-1	0.16%
Municipal Bonds	N/A	A+	Aa3	0.17%
Municipal Bonds	N/A	AA	Aa2	0.22%
Municipal Bonds	N/A	AA+	NR	0.21%
Municipal Bonds	N/A	AA-	A1	0.04%
Municipal Bonds	N/A	NR	Aa3	0.06%
Municipal Bonds	N/A	NR	NR	0.04%
Supranationals	N/A	AAA	Aaa	0.65%
Asset-Backed Securities	N/A	AAA	Aaa	0.15%
Asset-Backed Securities	N/A	NR	Aaa	0.17%
Asset-Backed Securities	N/A	AAA	NR	0.62%
LAIF	N/A	Unrated	Unrated	30.69%
CAMP	N/A	Unrated	Unrated	49.09%
Total				100.00%

NOTE 3: CASH AND INVESTMENTS (CONTINUED)

C. Investments (Continued)

Custodial Credit Risk - Custodial credit risk for investments is the risk that, in the event of the failure of a depository financial institution, the County will not be able to recover its deposits or collateral securities that are in the possession of an outside party. To mitigate the custodial credit risk the County's investment policy requires that all of its managed investments shall be held in the name of the County in safekeeping by a third-party bank trust department.

Concentration of Credit Risk - Concentration of credit risk is the risk of loss attributed to the magnitude of the County's investment in a single issuer of securities. When investments are concentrated in one issuer, this concentration presents a heightened risk of potential loss. The County's investment policy contains limitations on the amount that can be invested in any one issuer. Investments in any one issuer (other than U.S. Treasury Securities, mutual investment funds, and external investment pools) at June 30, 2022, did not exceed five percent or more of total County investments.

D. Investment in External Investment Pools

The County of Plumas maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but it is required to invest according to California State Code. The Local Investment Advisory Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State Statute. At June 30, 2022, the County's investment in LAIF valued at amortized cost was $45,057,493 and is the same as the value of the pool shares. There are no restrictions on withdrawal of funds. The total amount invested by all public agencies in LAIF on that day was $231.6 billion. Of that amount, 98.12 percent is invested in non-derivative financial products and 1.88 percent in structured notes and asset-backed securities.

The County of Plumas also maintains an investment in the California Asset Management Program (CAMP), a California Joint Powers Authority established in 1989 by the treasurers and finance directors of several California agencies. CAMP was created to provide professional investment services to California public agencies at a reasonable cost. The County's investment with CAMP as of June 30, 2022, was $72,073,093, which approximates fair value. There are no restrictions on withdrawal of funds.

E. County Investment Pool Condensed Financial Information

The following are condensed statements of net position and changes in net position for the Treasurer's Pool at June 30, 2022:

	Internal Participants	External Participants	Total Pool
Statement of Net Position			
Cash on hand	$ 17,433	$ -	$ 17,433
Deposits (less outstanding checks)	9,941,884	-	9,941,884
Investments	66,686,978	80,128,495	146,815,473
Net Position at June 30, 2022	$ 76,646,295	$ 80,128,495	$ 156,774,790
Statement of Changes in Net Position			
Net position at July 1, 2021	$ 55,850,331	$ 76,486,336	$ 132,336,667
Net changes in investments by pool participants	20,795,964	3,642,159	24,438,123
Net Position at June 30, 2022	$ 76,646,295	$ 80,128,495	$ 156,774,790

NOTE 4: LEASES RECEIVABLE

The County leases its facilities to private and corporate companies and aircraft users for office space, airport hangar and land leases. The lease terms are two to twenty-five years including the noncancelable period of the lease and extensions the County is reasonably certain to exercise and vary with each contract. The agreements allow for 2.5% annual increases to the lease payments on the anniversary of the agreement. During the fiscal year, the County recognized $142,028 in lease revenue and $24,930 in interest income related to these agreements. At June 30, 2022, the County recorded $1,919,569 in leases receivable for these agreements. Also, the County has deferred inflows of resources associated with these leases that will be recognized as revenue over the lease terms. As of June 30, 2022, the balance of deferred inflows of resources was $1,919,569.

A summary of leases receivable for the year ended June 30, 2022, was as follows:

	Balance July 1, 2021	Additions/ Adjustments	Retirements	Balance June 30, 2022
Governmental Activities				
Leases receivable:				
Buildings	$ -	$ 1,018,471	($ 50,395)	$ 968,076
Total Governmental Activities	$ -	$ 1,018,471	($ 50,395)	$ 968,076

	Balance July 1, 2021	Additions/ Adjustments	Retirements	Balance June 30, 2022
Business-Type Activities				
Leases receivable:				
Buildings	$ -	$ 1,043,127	($ 91,634)	$ 951,493
Total Business-Type Activities	$ -	$ 1,043,127	($ 91,634)	$ 951,493

Remaining amounts to be received associated with these leases are as follows:

Year Ended June 30	Governmental Activities	Business-Type Activities	Total
2023	$ 51,943	$ 69,976	$ 121,919
2024	56,215	73,194	129,409
2025	59,103	75,120	134,223
2026	51,557	74,564	126,121
2027	51,289	71,124	122,413
2028-2032	301,198	231,026	532,224
2033-2037	318,975	113,387	432,362
2038-2042	77,796	138,118	215,914
2043-2047	-	104,984	104,984
Total	$ 968,076	$ 951,493	$ 1,919,569

NOTE 5: CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2022, was as follows:

	Balance July 1, 2021	Additions	Retirements/ Adjustments	Balance June 30, 2022
Governmental Activities				
Capital Assets, Not Being Depreciated:				
Land	$ 2,112,930	$ -	($ 33,026)	$ 2,079,904
Construction in progress	15,348,990	3,556,929	33,026	18,938,945
Total Capital Assets, Not Being Depreciated	17,461,920	3,556,929	-	21,018,849
Capital Assets, Being Depreciated:				
Building and improvements	36,393,011	302,414	(4,019)	36,691,406
Equipment	25,873,736	1,435,767	(54,872)	27,254,631
Software	1,502,683	31,128	-	1,533,811
Right-to-use leased assets	-	707,943	-	707,943
Infrastructure	40,116,468	-	-	40,116,468
Total Capital Assets, Being Depreciated	103,885,898	2,477,252	(58,891)	106,304,259
Less Accumulated Depreciation For:				
Building and improvements	(17,616,597)	(612,512)	1,001	(18,228,108)
Equipment	(22,341,447)	(1,022,360)	54,872	(23,308,935)
Software	(1,375,118)	(16,148)	-	(1,391,266)
Right-to-use leased assets	-	(90,982)	-	(90,982)
Infrastructure	(27,929,150)	(610,133)	-	(28,539,283)
Total Accumulated Depreciation	(69,262,312)	(2,352,135)	55,873	(71,558,574)
Total Capital Assets, Being Depreciated, Net	34,623,586	125,117	(3,018)	34,745,685
Governmental Activities Capital Assets, Net	$ 52,085,506	$ 3,682,046	($ 3,018)	$ 55,764,534

NOTE 5: CAPITAL ASSETS (CONTINUED)

	Balance July 1, 2021	Additions	Retirements/ Transfers	Balance June 30, 2022
Business-Type Activities				
Capital Assets, Not Being Depreciated:				
Land	$ 620,152	$ -	$ 38,311	$ 658,463
Construction in progress	38,311	-	(38,311)	-
Total Capital Assets, Not Being Depreciated	658,463	-	-	658,463
Capital Assets, Being Depreciated:				
Building and improvements	1,290,807	4,019	-	1,294,826
Equipment	3,299,752	-	-	3,299,752
Software	15,660	-	-	15,660
Infrastructure	13,681,286	32,917	-	13,714,203
Total Capital Assets, Being Depreciated	18,287,505	36,936	-	18,324,441
Less Accumulated Depreciation For:				
Building and improvements	(1,044,725)	(36,561)	-	(1,081,286)
Equipment	(2,391,628)	(250,385)	-	(2,642,013)
Software	(15,660)	-	-	(15,660)
Infrastructure	(9,284,511)	(446,310)	-	(9,730,821)
Total Accumulated Depreciation	(12,736,524)	(733,256)	-	(13,469,780)
Total Capital Assets, Being Depreciated, Net	5,550,981	(696,320)	-	4,854,661
Business-Type Activities Capital Assets, Net	$ 6,209,444	($ 696,320)	$ -	$ 5,513,124

Depreciation

Depreciation expense was charged to governmental activities as follows:

General government	$ 620,087
Public protection	419,528
Health and welfare	112,018
Public assistance	86,325
Education	13,405
Culture and recreation	45,181
Public ways and facilities	1,055,591
Total Depreciation Expense – Governmental Activities	$ 2,352,135

Depreciation expense was charged to business-type activities as follows:

Airport	$ 548,305
Solid Waste	37,421
Transit	147,530
Total Depreciation Expense – Business-Type Activities	$ 733,256

NOTE 5: CAPITAL ASSETS (CONTINUED)

Construction in Progress

Construction in progress for governmental activities relates primarily to work performed on the Gansner Park river pathway and various bridge and road projects.

NOTE 6: INTERFUND TRANSACTIONS

Due From/To Other Funds

During the course of operations, transactions occur between funds to account for goods received or services rendered. These receivables and payables are classified as due from or due to other funds. In addition, when funds overdraw their share of pooled cash, the receivables and payables are also classified as due from or due to other funds.

The following are due from and due to balances as of June 30, 2022:

	Due From Other Funds	Due To Other Funds
General Fund	$ 1,310,140	$ -
Capital Improvement	-	1,894,000
Nonmajor governmental funds	594,000	10,140
Total	$ 1,904,140	$ 1,904,140

Advances To/From Other Funds

Advances to/from other funds are non-current interfund loans and are offset by a nonspendable fund balance account in applicable governmental funds to indicate they are not in spendable form. The following are advances to/from other funds as of June 30, 2022:

	Advances To Other Funds	Advances From Other Funds
General Fund	$ 829,868	$ -
Nonmajor governmental funds	-	809,868
Airport	-	20,000
Total	$ 829,868	$ 829,868

NOTE 6: INTERFUND TRANSACTIONS (CONTINUED)

Transfers

Transfers are indicative of funding for capital projects, lease payments or debt service, and re-allocations of special revenues. The following are the interfund transfer balances as of June 30, 2022:

	Transfers In	Transfers Out
General Fund	$ 11,177,013	$ 9,645,491
Road	655,438	84,980
Local Revenue 2011	-	10,666,257
Social Services	7,955,366	91,531
Mental Health	2,407,518	830,381
Public Health	349,715	293,000
Capital Improvement	400,000	-
Nonmajor governmental funds	2,888,878	4,176,710
Solid Waste Planning and Operation	-	63,314
Nonmajor enterprise funds	17,736	-
Total	$ 25,851,664	$ 25,851,664

NOTE 7: UNEARNED REVENUE

At June 30, 2022, the components of unearned revenue were as follows:

	Unearned
General Fund	
Payments received in advance	$ 300
Nonmajor governmental funds	
Fair revenue received in advance	192,821
Total	$ 193,121

NOTE 8: LONG-TERM LIABILITIES

The following is a summary of changes in long-term liabilities for the year ended June 30, 2022:

Type of Indebtedness	Balance July 1, 2021	Adjustments/ Additions	Retirements	Balance June 30, 2022	Amounts Due Within One Year
Governmental Activities					
Loans from direct borrowings	$ 11,190,000	$ -	($ 760,000)	$ 10,430,000	$ 790,000
Loan	-	1,000,000	-	1,000,000	-
Lease	-	707,943	(78,662)	629,281	96,246
Compensated absences	5,005,813	4,210,822	(3,533,223)	5,683,412	3,533,222
Total Governmental Activities	$ 16,195,813	$ 5,918,765	($ 4,371,885)	$ 17,742,693	$ 4,419,468
Business-Type Activities					
Closure/postclosure liability	$ 3,493,794	$ 485,618	$ -	$ 3,979,412	$ -
Compensated absences	3,455	31,787	(11,327)	23,915	11,327
Total Business-Type Activities	$ 3,497,249	$ 517,405	($ 11,327)	$ 4,003,327	$ 11,327

NOTE 8: LONG-TERM LIABILITIES (CONTINUED)

Compensated absences for the governmental activities are generally liquidated by the fund where the accrued liability occurred. The closure/post-closure liability will be liquidated by the Solid Waste Planning and Operation fund.

Individual issues of debt payable outstanding at June 30, 2022, are as follows:

Governmental Activities

Loans from Direct Borrowings:	
Umpqua Bank Loan, issued June 1, 2015, in the amount of $15,255,000 and payable in annual installments of $640,000 to $1,125,000, with an interest rate of 3.63% and maturity on June 1, 2033. The loan was used to refinance the certificates of participation previously used to fund the acquisition and construction of the health and human services center, a permit center, and an animal shelter, as well as finance a new jail facility. The loan is secured by the annex, jail and animal shelter	$ 10,430,000
Total Loans from Direct Borrowings	10,430,000
Loans:	
Golden State Finance Authority, issued a loan agreement on November 1, 2019 for $1,000,000 with an interest rate of 1.23% and a maturity on March 15, 2024. The loan was used to finance the construction of the jail.	1,000,000
Total Loans	1,000,000
Total Governmental Activities	$ 11,430,000

Following is a schedule of debt payment requirements of governmental activities to maturity for long-term debt, excluding compensated absences that have indefinite maturities and landfill closure/post-closure costs which are reported in Note 9.

Governmental Activities

	Loans from Direct Borrowings		
Year Ended June 30	Principal	Interest	Total
2023	$ 790,000	$ 378,609	$ 1,168,609
2024	820,000	349,932	1,169,932
2025	845,000	320,166	1,165,166
2026	875,000	289,493	1,164,493
2027	910,000	257,730	1,167,730
2028-2032	5,065,000	769,015	5,834,015
2033	1,125,000	40,838	1,165,838
Total	$ 10,430,000	$ 2,405,783	$ 12,835,783

	Loans		
Year Ended June 30	Principal	Interest	Total
2023	$ -	$ -	$ -
2024	1,000,000	22,997	1,022,997
Total	$ 1,000,000	$ 22,997	$ 1,022,997

NOTE 9: LEASES

The County entered into noncancelable leases with various third parties. Current lease activities include the right-to-use office space, land lease and other equipment. The County is required to make principal and interest payments through July 2033. The lease agreements have interest rates between 2% and 5% based on the borrowing rate specified in the contract. The County also paid operating expenses which are not included in the measurement of the lease liability as they are variable in nature. At June 30, 2022, the County has recognized a lease liability of $629,281. Refer to Note 5, Capital Assets, for information related to the right-to-use assets accounted for through these leases. During the fiscal year, the County recorded $90,982 in amortization expense and $3,535 in interest expense for these arrangements.

Remaining principal and interest payments on leases are as follows:

Year Ended June 30	Governmental Activities		
	Principal	Interest	Total
2023	$ 96,519	$ 22,490	$ 119,009
2024	95,832	19,165	114,997
2025	79,656	16,070	95,726
2026	77,854	13,343	91,197
2027	78,140	10,474	88,614
2028-2032	191,362	21,908	213,270
2033	9,918	161	10,079
Total	$ 629,281	$ 103,611	$ 732,892

NOTE 10: CLOSURE/POST-CLOSURE

The County of Plumas is responsible for one operating and one closed landfill site. State and Federal laws and regulations require the County to perform certain closure and post-closure maintenance and monitoring functions at the site for thirty years after closure. GASB Statement No. 18 requires that a portion of these closure and post-closure care costs be reported as an operating expense in each year based on landfill capacity used as of each Statement of Net Position date. The $3,979,412 reported as a closure/post-closure liability at June 30, 2022, represents the cumulative amount reported to date based on the estimates used ranging from 45 to 100 percent of total permitted site capacity filled.

The County will recognize the remaining estimated cost of closure and post-closure care of $3,979,412 as the remaining estimated capacity is filled. These amounts are based on what it would cost to perform all closure and post-closure care in 2022. Actual costs may be higher due to inflation, changes in technology, or changes in regulations.

The County is required by State and Federal laws and regulations to provide financial assurance that appropriate resources will be available to finance closure and post-closure care costs in the future. At June 30, 2022, cash and investments of $3,271,708 were held to fund closure costs. This deposit is held in the Solid Waste Planning and Operation enterprise fund. The County has approved a pledge of revenue to fund the post-closure costs. The County expects that future inflation costs will be paid from interest earnings on these annual contributions. However, if interest earnings are inadequate or additional post-closure care requirements are determined (due to changes in technology or applicable laws or regulations, for example) these costs may need to be covered by charges to future landfill users or from future tax revenue.

NOTE 11: NET POSITION

The government-wide and proprietary fund financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

- **Net investment in capital assets** - consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.

- **Restricted net position** - consists of net position with constraints placed on the use either by (1) external groups such as creditors, grantors, contributors or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation. These principally include restrictions for capital projects, debt service requirements and other special revenue fund purposes

- **Unrestricted net position** - all other net position that does not meet the definition of "restricted" or "net investment in capital assets".

Net Position Flow Assumption

When a government funds outlays for a particular purpose from both restricted and unrestricted resources, a flow assumption must be made about the order in which the resources are considered to be applied. When both restricted and unrestricted net position are available, it is considered that restricted resources are used first, followed by the unrestricted resources.

Net Position Restricted by Enabling Legislation

The government-wide Statement of Net Position reports $56,166,153 restricted net position, of which there is no net position restricted by enabling legislation.

NOTE 12: FUND BALANCES

As prescribed by GASB Statement No. 54, governmental funds report fund balance in classifications based primarily on the extent to which the County is bound to honor constraints on the specific purposes for which amounts in the funds can be spent. Fund balances for governmental funds can be made up of the following:

- **Nonspendable fund balance** - amounts that cannot be spent because they are either (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories and prepaid amounts.

- **Restricted fund balance** - amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation. Restrictions may effectively be changed or lifted with the consent of resource providers.

NOTE 12: FUND BALANCES (CONTINUED)

- **Committed fund balance** - amounts that can only be used for the specific purposes determined by formal action of the County's highest level of decision-making authority. The Board of Supervisors is the highest level of decision-making authority for the County that can, by adoption of an ordinance, commit fund balance. Once adopted, the limitation imposed remains in place until a similar action is taken to remove or revise the limitation. The underlying action that imposed the limitation needs to occur no later than the close of the reporting period.

- **Assigned fund balance** - amounts that are constrained by the County's intent to be used for specific purposes. The intent can be established at either the highest level of decision-making authority, or by a body (i.e., budget or finance committee) or an official designated for that purpose.

- **Unassigned fund balance -** the residual classification for the County's General fund that includes all amounts not contained in the other classifications. In other funds, the unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

NOTE 12: FUND BALANCES (CONTINUED)

The fund balances for all major and nonmajor governmental funds as of June 30, 2022, were distributed as follows:

	General	Road	Local Revenue 2011	Social Services	Mental Health	Public Health	Capital Improvement	Nonmajor Governmental Funds	Totals
Nonspendable:									
Prepaid costs	$ 29,714	$ -	$ -	$ 17,617	$ -	$ 3,075	$ -	$ 44,874	$ 95,280
Inventory	-	413,382	-	-	-			-	413,382
Advances to other funds	829,868	-	-	-	-	-	-	-	829,868
Subtotal	859,582	413,382	-	17,617	-	3,075	-	44,874	1,338,530
Restricted for:				-					
General government	2,524,477	-	1,941,403	-	-	-	-	4,060,539	8,526,419
Public protection	-	-	-	-	-	-	-	10,013,221	10,013,221
Health and welfare	-	-	-	-	6,743,114	1,625,757	-	9,233	8,378,104
Public assistance	-	-	-	19,127,205	-	-	-	-	19,127,205
Public ways and facilities	-	3,759,350	-	-	-	-	-	1,766,732	5,526,082
Capital projects	-	-	-	-	-	-	-	166,720	166,720
Debt services	-	-	-	-	-	-	1,980,732	-	1,980,732
Subtotal	2,524,477	3,759,350	1,941,403	19,127,205	6,743,114	1,625,757	1,980,732	16,016,445	53,718,483
Committed to:									
General government	2,002,856	-	-	-	-	-	-	789,491	2,792,347
Public protection	49,881	-	-	-	-	-	-	-	49,881
Subtotal	2,052,737	-	-	-	-	-	-	789,491	2,842,228
Assigned to:									
General government	178,932	-	-	-	-	-	-	-	178,932
Public protection	3,936,007	-	-	-	-	-	-	-	3,936,007
Subtotal	4,114,939	-	-	-	-	-	-	-	4,114,939
Unassigned	10,834,528	-	-	-	-	-	-	(10,140)	10,824,388
Total	$ 20,386,263	$ 4,172,732	$ 1,941,403	$ 19,144,822	$ 6,743,114	$ 1,628,832	$ 1,980,732	$ 16,840,670	$ 72,838,568

Fund Balance Flow Assumption

When a government funds outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance), a flow assumption must be made about the order in which the resources are considered to be applied. When both restricted and unrestricted fund balance are available, it is considered that restricted fund balance is depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Fund Balance Policy

The Board of Supervisors adopted a fund balance policy on May 17, 2011 for financial statement reporting. The policy establishes procedures for reporting fund balance classifications, establishes prudent reserve requirements and establishes a hierarchy of fund balance expenditures. The policy also provides for a measure of financial protection for the County against unforeseen circumstances and to comply with GASB 54. The minimum unrestricted fund balance may be recognized within the committed, assigned, or unassigned classifications.

NOTE 13: PENSION PLAN

A. General Information about the Pension Plan

Plan Description

All qualified permanent and probationary employees are eligible to participate in the County's Safety cost-sharing multiple-employer defined benefit pension plan and Miscellaneous agent multiple-employer defined benefit pension plan (Plan), administered by the California Public Employees' Retirement System (CalPERS), which acts as a common investment and administrative agent for participating member employers. Benefit provisions under the Plan are established by State statute and County resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

Effective January 1, 2013, the County added retirement tiers for both the Miscellaneous and Safety Rate Tiers for new employees as required under the Public Employee Pension Reform Act (PEPRA). Classic employees are generally defined as employees who have been a member of any public retirement system who have had less than a six-month break in service. Applicable new hires to the County defined as classic employees as determined by PERS will be subject to the non-PEPRA plan. New non-classic employees hired on or after January 1, 2013 will be subject to new, lower pension formulas, caps on pensionable income levels and new definitions of pensionable income. In addition, new non-classic employees will be required to contribute half of the total normal cost of the pension benefit unless impaired by an existing Memorandum of Understanding. The cumulative effect of those PEPRA changes will ultimately reduce the County's retirement costs.

Summary of Rate of Tiers and Eligible Participants

Open for New Enrollment	
Miscellaneous PEPRA	Miscellaneous members hired on or after January 1, 2013
Safety Sheriff PEPRA	Safety Sheriff officers hired on or after January 1, 2013
Closed to New Enrollment	
Miscellaneous	Miscellaneous employees hired before January 1, 2013
Safety Sheriff	Safety Sheriff officers hired before January 1, 2013
Safety County Peace Officer	Safety County peace officers hired before January 1, 2013

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 (age 52 for Miscellaneous Plan members if membership date is on or after January 1, 2013) with statutorily reduced benefits. Retirement benefits are paid monthly for life. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for the plan are applied as specified by the Public Employees' Retirement Law.

NOTE 13: PENSION PLAN (CONTINUED)

A. General Information about the Pension Plan (Continued)

Benefits Provided (Continued)

Each Rate Tier's specific provisions and benefits in effect at June 30, 2022, are summarized as follows:

	Benefit Formula	Retirement Age	Monthly Benefits as a % of Eligible Compensation
Miscellaneous	2.0% @ 55	50-63	1.426% to 2.418%
Miscellaneous PEPRA	2.0% @ 62	52-67	1.000% to 2.500%
Safety Sheriff	3.0% @ 55	50-55	2.400% to 3.000%
Safety County Peace Officer	2.0% @ 50	50-55	2.000% to 2.700%
Safety Sheriff PEPRA	2.7% @ 57	50-57	2.000% to 2.700%

Employees Covered

At June 30, 2022, the following employees were covered by the benefit terms for the Miscellaneous Rate Tier including independent entities (courts):

	Inactive Employees Or Beneficiaries Currently Receiving Benefits	Inactive Employees Entitled to But Not Yet Receiving Benefits	Active Employees
Miscellaneous	503	406	321

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for all Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The County is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

	Employer Contribution Rates	Employee Contribution Rates	Employer Paid Member Contribution Rates
Miscellaneous	8.990%	7.250%	4.000%
Miscellaneous PEPRA	8.990%	7.250%	0.000%
Safety Sheriff	22.470%	9.000%	2.000%
Safety County Peace Officer	0.000%	9.000%	2.000%
Safety Sheriff PEPRA	13.980%	13.750%	0.000%

For the year ended June 30, 2022, the contributions recognized as part of pension expense for the Plan were as follows:

	Contributions-Employer	Contributions-Employee (Paid by Employer)
Miscellaneous	$ 4,876,081	$ -
Safety	1,566,107	-

NOTE 13: PENSION PLAN (CONTINUED)

B. Net Pension Liability

The County's net pension liability for the Plan is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of the Plan is measured as of June 30, 2021, using an annual actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. A summary of principal assumptions and methods used to determine the net pension liability is shown below.

Actuarial Assumptions

The total pension liabilities in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2021
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	7.15%
Investment Rate of Return	7.15%
Inflation	2.50%
Salary Increase	Varies by entry-age and service
Mortality Rate Table	Derived using CalPERS' membership data for all funds
Post-Retirement Benefit Increase	The lesser of contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies

The mortality table used was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using Society of Actuaries Scale 90 percent of scale MP 2016. For more details on this table, please refer to the December 2017 Experience Study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

NOTE 13: PENSION PLAN (CONTINUED)

B. Net Pension Liability (Continued)

Long-Term Expected Rate of Return (Continued)

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical and forecasted information for all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The table below reflects the long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.

Asset Class	Assumed Asset Allocation	Real Return Years 1-10(a)	Real Return Years 11+(b)
Global Equity	50.0%	4.80%	5.98%
Fixed Income	28.0%	1.00%	2.62%
Inflation Assets	0.0%	0.77%	1.81%
Private Equity	8.0%	6.30%	7.23%
Real Assets	13.0%	3.75%	4.93%
Liquidity	1.0%	0.00%	-0.92%
Total	100.0%		

(a) An expected inflation of 2.00% used for this period
(b) An expected inflation of 2.92% used for this period

NOTE 13: PENSION PLAN (CONTINUED)

C. Changes in the Net Pension Liability

As of June 30, 2022, the changes in the net pension liability of the agent multiple-employer defined benefit pension plan, including independent entities (Courts), is as follows:

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability/(Asset)
Miscellaneous:			
Balances at June 30, 2021	$ 160,656,606	$ 113,354,484	$ 47,302,122
Changes for the year:			
Service cost	2,890,358	-	2,890,358
Interest on total pension liability	11,207,272	-	11,207,272
Difference between expected and actual experience	(690,911)	-	(690,911)
Contributions - employer	-	4,925,697	(4,925,697)
Contributions - employee	-	1,285,598	(1,285,598)
Net investment income	-	25,501,545	(25,501,545)
Benefit payments, including refunds of employee contributions	(9,331,600)	(9,331,600)	-
Administrative expense	-	(113,234)	113,234
Net Changes	4,075,119	22,268,006	(18,192,887)
Balances at June 30, 2022	$ 164,731,725	$ 135,622,490	29,109,235
Less:			
Amount allocated to independent entities			(1,189,202)
Balance at June 30, 2022			$ 27,920,033

As of June 30, 2022, the County reported a net pension liability for its proportionate share of the net pension liability of the cost-sharing multiple-employer defined benefit pension plan as follows:

	Proportionate Share of Net Pension Liability
Safety	$ 9,329,164
Total Net Pension Liability	$ 9,329,164

The County's net pension liability for the cost-sharing multiple-employer defined benefit pension plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2021, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures. The County's proportion of the net pension liability was based on a projection of the County's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The County's proportionate share of the net pension liability for the cost-sharing multiple-employer defined benefit pension plan as of June 30, 2021 and 2022 was as follows:

	Proportion June 30, 2021	Proportion June 30, 2022	Change - Increase (Decrease)
Safety	.20796%	.26583%	.05786%

NOTE 13: PENSION PLAN (CONTINUED)

C. Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability for the Plan as of the measurement date, calculated using the discount rate for the Plan, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease 6.15%	Discount Rate 7.15%	1% Increase 8.15%
Miscellaneous	$ 48,379,543	$ 29,109,235	$ 12,927,780
Safety	15,289,249	9,329,164	4,433,690

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pension

For the year ended June 30, 2022, the County recognized pension expense of $4,035,153. At June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to the measurement date	$ 6,911,666	$ -
Differences between expected and actual experience	1,593,880	(516,955)
Net differences between projected and actual earnings on plan investments.	-	(18,219,214)
Adjustment due to differences in proportions	15,017	(252,442)
Difference between County contributions and proportionate share of contributions	-	(200,578)
Total	8,520,563	(19,189,189)
Less: amount allocated to independent entities	(189,712)	378,355
Total	$ 8,330,851	($ 18,810,834)

NOTE 13: PENSION PLAN (CONTINUED)

D. Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pension (Continued)

$6,911,666 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2023. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Fiscal Year Ended June 30	
2023	($ 4,263,263)
2024	(4,030,860)
2025	(4,253,882)
2026	(5,032,287)
Thereafter	-
Total	($ 17,580,292)

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB)

A. General Information about the OPEB Plan

Plan Description

The County's defined benefit OPEB plan (the Plan) provides retiree healthcare benefits to qualifying employees retiring directly from the County. The benefit level is determined by date of hire, length of service and bargaining unit. The County has two insurance companies, determined by bargaining unit; it contracts for medical coverage to be provided through agency multiple-employer CalPERS Health and Operating Engineer's Health plans. Vision and dental coverage is contracted separately for the employees being covered by CalPERS Health; whereas Operating Engineer's include vision and dental coverage through their health plan.

Benefits Provided

The County provides post-employment health benefits to eligible employees at retirement. The plans available and the County's financial obligation vary by employee group as summarized below:

Confidential Employees
Eligible employees may continue health (medical, dental and vision) coverage at retirement. Medical coverage is available through the CalPERS Health Program. Eligibility requires retirement under PERS (at least age 50 with at least 5 years of service). For employees with at least 15 years but less than 25 years of continuous County service at retirement, the County will contribute 25 percent of the County's health premium for an active employee. For employees with at least 25 years of continuous County service at retirement, the County will contribute 50 percent of the County's health premium for an active employee. The current County's contributions for an active employee are: $624.60 for single coverage, $1,260.90 for the two-party coverage and $1,630.56 for family coverage.

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

A. General Information about the OPEB Plan (Continued)

Benefits Provided (Continued)

The County's contribution for retiree health coverage will continue until age 65 at which time the retiree may continue on a self-pay basis. The County will continue to pay the CalPERS minimum required contribution for retirees and surviving spouses continuing coverage post age 65. If the retiree dies before attainment of age 65, the spouse may continue coverage on a self-pay basis.

Sheriff & Sheriff Management
Eligible employees may continue health (medical, dental and vision) coverage at retirement. Medical coverage is available through the CalPERS Health Program. Eligibility requires retirement under PERS (at least age 50 with at least 5 years of service). For employees with at least 15 years but less than 25 years of continuous County service at retirement, the County will contribute 25 percent of the County's health premium for an active employee. For employees with at least 25 years of continuous County service at retirement, the County will contribute 50 percent of the County's health premium for an active employee. The current County's contributions for the PORAC plan for an active employee are $622.44 for single coverage, $1,260.90 for two-party coverage and $1,630.56 for family coverage.

The County's contribution for retiree health coverage will continue until age 65 at which time the retiree may continue on a self-pay basis. The County will continue to pay the CalPERS minimum required contribution for retirees and surviving spouses continuing coverage post age 65. If the retiree dies, the spouse may continue coverage on a self-pay basis.

Probation Department Employees
Eligible employees may continue health (medical, dental and vision) coverage at retirement. Medical coverage is available through the CalPERS Health Program. Eligibility requires retirement under PERS (at least age 50 with at least 5 years of service). For employees with at least 15 years but less than 25 years of continuous County service at retirement, the County will contribute 25 percent of the County's health premium for an active employee. For employees with at least 25 years of continuous County service at retirement, the County will contribute 50 percent of the County's health premium for an active employee. The current County's contributions for the PORAC plan for an active employee are: $624.60 for single coverage, $1,260.90 for two-party coverage and $1,630.56 for family coverage. These contributions are scheduled to increase to the same contribution level as General employees.

The County's contribution for retiree health coverage will continue until age 65 at which time the retiree may continue on a self-pay basis. The County will continue to pay the CalPERS minimum required contribution for retirees and surviving spouses continuing coverage post age 65. If the retiree dies before attainment of age 65, the spouse may continue coverage on a self-pay basis.

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

A. General Information about the OPEB Plan (Continued)

Benefits Provided (Continued)

Management (Department Heads and Board of Supervisors)
Eligible employees may continue health (medical, dental and vision) coverage at retirement. Medical coverage is available through the CalPERS Health Program. Eligibility requires retirement under PERS (at least age 50 with at least 5 years of service). The County's contribution is based on the active employee contribution according to the following percentages:

Years of Continuous Service	County Percentage
6 Months to 4 Years of Service	25%
4 Years + 1 Day to 8 Years of Service	50%
8 Years + 1 Day to 12 Years of Service	75%
12 + 1 Day or More Years of Service	100%
Board of Supervisors	
12 or More Years of Service	100%

The current County's contributions for an active employee are: $624.60 for single coverage, $1,248.30 for two-party coverage and $1,486.00 for family coverage.

The County's contribution for retiree health coverage will continue until age 65 at which time the retiree may continue on a self-pay basis. The County will continue to pay the CalPERS minimum required contribution for retirees and surviving spouses continuing coverage post age 65. If the retiree dies, the spouse may continue coverage on a self-pay basis.

General Unit, Crafts & Trade and Mid-Management
Eligible employees may continue health (medical, dental and vision) coverage at retirement. Coverage is provided through the Operating Engineers Public and Miscellaneous Employees Health and Welfare Plan. Eligibility requires retirement under PERS (at least age 50 with at least 5 years of service). For employees with at least 15 years but less than 25 years of continuous County service at retirement, the County will contribute 25 percent of the County's health premium for an active employee. For employees with at least 25 years of continuous County service at retirement, the County will contribute 50 percent of the County's health premium for an active employee. The current County's contributions for an active employee are: $624.60 for single coverage, $1,248.30 for two-party coverage and $1,486.00 for family coverage.

The County's contribution for retiree health coverage will continue until age 65 at which time the retiree may continue on a self-pay basis. If the retiree dies, the spouse may continue coverage on a self-pay basis.

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

A. General Information about the OPEB Plan (Continued)

Benefits Provided (Continued)

*Sick Leave**
All eligible employees may convert a portion of their unused sick-leave upon retirement to be used for the employee's portion of the retiree health contribution. The portion convertible depends on the employee's years of continuous service at retirement as follows:

Years of Continuous Service	Percent of Sick Value
0 to 5 Years of Service	25% of hours on the books
5 to 10 Years of Service	50% of hours on the books
10 to 15 Years of Service	75% of hours on the books
15 or More Years of Service	100% of hours on the books

The conversion to monies is based on rate of pay at retirement except for elected officials no longer earning sick leave (based on frozen rate of pay). Upon death of the retiree, the spouse may use any unused sick-leave monies to pay any applicable contributions for surviving spouse coverage. Any unused sick-leave monies remaining in the event of the death of the retiree and their surviving spouse shall be forfeitable to the County.

**Liability for sick leave accruals that may be converted to monies the retiree may use for health insurance contributions are not included in the valuation.*

Premium Rates

The County participates in the CalPERS Health Program and the Operating Engineers Public and Miscellaneous Employees Health and Welfare Plan, both community-rated programs. The later program includes dental and vision coverage. Employees in the CalPERS Health Program are eligible for a separate dental and vision plan. The following table summarizes the current monthly premiums for the primary plans in which the retirees are enrolled.

Employee Groups on the CalPERS Health Program

Interim year valuation results have been projected from the prior year's valuation, with adjustments for actual premium increases for the health plans from 2020 to 2021. The impact of this change was a decrease in liabilities.

2022 Region 1	Kaiser	BS Access +	BS Trio	PERS Gold	PERS Platinum
Retiree Only	$ 857.06	$ 1,116.01	$ 898.54	$ 701.23	$ 1,057.01
Retiree Plus Spouse	$ 1,714.12	$ 2,232.02	$ 1,797.08	$ 1,402.46	$ 2,114.02
Retiree Only - Medicare	$ 302.53	N/A	N/A	$ 377.41	$ 381.94
Retiree Plus Spouse - Medicare	$ 605.06	N/A	N/A	$ 754.82	$ 763.88

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

A. General Information about the OPEB Plan (Continued)

Benefits Provided (Continued)

2022 Region 1	Western Health	UHC Alliance	Anthem HMO Select	Anthem HMO Traditional	Health Net Smart Care	PORAC
Retiree Only	$ 741.26	$ 1,020.28	$ 1,015.81	$ 1,304.00	$ 1,153.21	$ 799.00
Retiree Plus Spouse	$ 1,482.52	$ 2,040.56	$ 2,031.62	$ 2,608.00	$ 2,306.00	$ 1,725.00
Retiree Only – Medicare	$ 314.94	$ 294.65	$ 360.90	$ 360.90	N/A	N/A
Retiree Plus Spouse – Medicare	$ 629.88	$ 589.30	$ 721.80	$ 721.80	N/A	N/A

Note: PORAC Plan is available only to Sheriff Management and Sheriff Department employees.

Operating Engineers Public and Miscellaneous Employees Health and Welfare Plan

	2022
Retiree Only	$ 893.00

Employees Covered by Benefit Terms

At June 30, 2022, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	55
Active employees	325
	380

Contributions

The County is funding a portion of the actuarially determined contribution (ADC) and also does not reimburse for its current retiree payments from the Trust. The ADC consists of the normal cost plus an amortization of the net (unfunded accrued) OPEB liability.

B. Net OPEB Liability

The County's net OPEB liability of $3,443,691, was measured as of June 30, 2022, and was determined by the actuarial valuation as of July 1, 2022.

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

B. Net OPEB Liability (Continued)

Actuarial Assumptions and Other Inputs

The net OPEB liability in the July 1, 2022 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Valuation Date	July 1, 2022
Cost Method	Allocation of Actuarial Present Value of Future Benefits for services prior and after the Measurement Date was determined using Entry Age, Normal Level % of Salary method where: • Service Cost for each individual participant, payable from date of employment to date of retirement, is sufficient to pay for the participant's benefit at retirement; and • Annual Service Cost is a constant percentage of the participant's salary that is assumed to increase according to the Payroll Growth.
Discount Rate	6.15%
Inflation	2.75% per year
Payroll Growth	2.80% per year
Healthcare cost trend rates	See table below

Year	CalPERS PPOs
2022	6.50%
2023	6.25%
2024	6.00%
2025	5.75%
2026	5.50%
2027	5.25%
2028	5.00%
2029	4.75%
2030+	4.50%

Pre-retirement mortality rates were based on the most recent CalPERS pension plan valuation.

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

C. Changes in the Net OPEB Liability

The table below shows the changes in the total OPEB liability, the Plan Fiduciary Net Position (i.e. fair value of the Plan assets), and the net OPEB liability during the measurement period ending on June 30, 2022.

	Increases (Decreases)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) – (b)
Balances at June 30, 2021	$ 6,875,734	$ 4,791,035	$ 2,084,699
Changes for the year:			
Service cost	407,670	-	407,670
Interest	437,094	-	437,094
Change in benefit terms	140,755	-	140,755
Change in assumptions	(289,416)	-	(289,416)
Contributions - employer	-	357,713	(357,713)
Net investment income	-	(613,787)	613,787
Difference between expected and actual experience	379,421	-	379,421
Benefit payments, including refunds of member contributions	(357,713)	(357,713)	-
Administrative expenses	-	(27,394)	27,394
Net Changes	717,811	(641,181)	1,358,992
Balances at June 30, 2022	$ 7,593,545	$ 4,149,854	$ 3,443,691

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the County, as well as what the County's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current discount rate:

	1% Decrease 5.15%	Discount Rate 6.15%	1% Increase 7.15%
Net OPEB liability	$ 4,211,919	$ 3,443,691	$ 2,782,836

Sensitivity of the Net OPEB Liability to Changes in the Healthcare Trend Rates

The following presents the net OPEB liability of the County, as well as what the County's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage point lower or 1-percentage point higher than the current healthcare cost trend rates:

	1% Decrease 5.50% decreasing to 3.50%	Trend Rate 6.50% decreasing to 4.50%	1% Increase 7.50% decreasing to 5.50%
Net OPEB Liability	$ 2,590,611	$ 3,443,691	$ 4,484,359

NOTE 14: OTHER POSTEMPLOYMENT BENEFITS (OPEB) (CONTINUED)

D. OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended June 30, 2022, the County recognized OPEB expense of $323,639. At June 30, 2022, the County reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	$ 341,479	($ 1,091,810)
Changes of assumptions	-	(1,184,298)
Difference between projected and actual earnings on OPEB Plan investment	450,005	-
Total	$ 791,484	($ 2,276,108)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ended June 30	
2023	($ 395,508)
2024	(392,031)
2025	(400,442)
2026	(62,540)
2027	(244,058)
Thereafter	9,955
	($ 1,484,624)

NOTE 15: RISK MANAGEMENT

The County is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The County has risk management funds (internal service funds) to account for and finance its uninsured risks of loss for general liability and worker's compensation.

The County self-insures its general liability claims with a retention of $100,000 per occurrence. It is the policy of the County to have the reserves evaluated by independent actuaries. The last actuarial evaluation was performed as of October 2012, for liability and workers' compensation.

The claims liability of the County is based on the requirements of Governmental Accounting Standards Board Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated.

The claims liability accrued on the financial statements for liability and workers' compensation is the ultimate cost of claims and expenses associated with all reported and unreported claims including allocated loss adjustment expenses (ALAE) and unallocated loss adjustment expenses (ULAE) reduced by a discount for anticipated investment income.

NOTE 15: RISK MANAGEMENT (CONTINUED)

Actual claims liability at June 30, 2022 was as follows:

Liability	$ 297,802
Property	117,768
Medical Malpractice	5,772
Workers' Compensation	3,548,666
Total	$ 3,970,008

All funds of the County participate in the program and make payments to the risk management funds based on actuarial estimates of the amounts needed to pay prior and current year claims and to establish a reserve for catastrophic losses. At June 30, 2022, the Workers' Compensation/Liability Insurance risk management fund had a funding surplus of $5,628,122.

Changes in the County's estimated claims liability amount for the fiscal years 2020, 2021 and 2022 were as follows:

Fiscal Year Ended	Balance at Beginning of Fiscal Year	Current Year Claims	Claims Payments and Changes In Estimates	Balance at End of Fiscal Year
2020	$ 4,084,698	$ 2,104,951	$ 1,071,636	$ 5,118,013
2021	5,118,013	1,264,843	1,564,293	4,818,563
2022	4,818,563	1,608,190	2,456,745	3,970,008

NOTE 16: OTHER INFORMATION

A. Commitments and Contingencies

At June 30, 2022, the County had construction commitments outstanding of approximately $21,190,072.

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time although the government expects such amounts, if any, to be immaterial.

The County is a defendant in various lawsuits. In the aggregate, these claims seek monetary damages in significant amounts. To the extent the outcome of such litigation has been determined to result in probable loss to the County, the loss has been accrued in the accompanying financial statements. Litigation where loss to the County is reasonably possible has not been accrued. All legal matters are covered by the County's liability program which, subject to a $100,000 deductible per occurrence, provides complete coverage for County liability losses. Therefore, no provision has been made in the financial statements for a loss contingency.

B. Subsequent Events

Management has evaluated events subsequent to June 30, 2022 through April 9, 2024, the date on which the financial statements were available for issuance. Management has determined no subsequent events requiring disclosure have occurred.

Required Supplementary Information (Unaudited)

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COUNTY OF PLUMAS
Required Supplementary Information
County Pension Plan
Schedule of Changes in the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2022
Last 10 Years*

Measurement Date	2013/2014	2014/2015	2015/2016	2016/2017
Miscellaneous				
Total Pension Liability				
Service cost	$ 2,266,459	$ 2,247,655	$ 2,324,889	$ 2,639,909
Interest	8,636,073	9,001,126	9,251,669	9,482,068
Changes of assumptions	-	(2,029,153)	-	7,229,372
Difference between expected and actual experience	-	(147,109)	(1,503,677)	(452,659)
Benefit payments, including refunds of employee contributions	(6,114,357)	(6,291,101)	(6,726,197)	(6,936,401)
Net Change in Total Pension Liability	4,788,175	2,781,418	3,346,684	11,962,289
Total Pension Liability - Beginning	117,071,586	121,859,761	124,641,179	127,987,863
Total Pension Liability - Ending (a)	$ 121,859,761	$ 124,641,179	$ 127,987,863	$ 139,950,152
Plan Fiduciary Net Position				
Contributions - employer	$ 2,174,429	$ 2,444,777	$ 2,880,790	$ 3,328,049
Contributions - employee	1,061,943	1,119,188	1,104,500	1,170,402
Net investment income	14,451,580	2,133,249	510,033	10,278,022
Benefit payments, including refunds of employee contributions	(6,114,357)	(6,291,101)	(6,726,197)	(6,936,401)
Plan to plan resource movement	-	71,138	-	2,355
Administrative expense	-	(107,229)	(58,153)	(137,501)
Miscellaneous expense	-	-	-	-
Net Change in Plan Fiduciary Net Position	11,573,595	(629,978)	(2,289,027)	7,704,926
Plan Fiduciary Net Position - Beginning	84,476,220	96,049,815	95,419,837	93,130,810
Plan Fiduciary Net Position - Ending (b)	$ 96,049,815	$ 95,419,837	$ 93,130,810	$ 100,835,736
Net Pension Liability - Ending (a)-(b)	$ 25,809,946	$ 29,221,342	$ 34,857,053	$ 39,114,416
Plan fiduciary net position as a percentage of the total pension liability	78.82%	76.56%	72.77%	72.05%
Covered payroll	$ 14,685,797	$ 15,312,042	$ 16,300,140	$ 18,164,888
Net pension liability as a percentage of covered payroll	175.75%	190.84%	213.85%	215.33%

*The County implemented GASB 68 for the fiscal year June 30, 2015, therefore only eight years are shown.

2017/2018	2018/2019	2019/2020	2020/2021
$ 2,919,691	$ 2,831,941	$ 2,861,450	$ 2,890,358
9,993,149	10,559,762	10,910,062	11,207,272
(752,731)	-	-	-
2,638,537	2,567,109	(254,794)	(690,911)
(7,062,969)	(7,959,848)	(8,544,905)	(9,331,600)
7,735,677	7,998,964	4,971,813	4,075,119
139,950,152	147,685,829	155,684,793	160,656,606
$ 147,685,829	$ 155,684,793	$ 160,656,606	$ 164,731,725
$ 3,495,258	$ 3,942,094	$ 4,585,265	$ 4,925,697
1,279,161	1,215,269	1,361,668	1,285,598
8,515,684	6,909,769	5,469,874	25,501,545
(7,062,969)	(7,959,848)	(8,544,905)	(9,331,600)
(248)	-	-	-
(157,130)	(76,077)	(155,973)	(113,234)
(298,392)	248	-	-
5,771,364	4,031,455	2,715,929	22,268,006
100,835,736	106,607,100	110,638,555	113,354,484
$ 106,607,100	$ 110,638,555	$ 113,354,484	$ 135,622,490
$ 41,078,729	$ 45,046,238	$ 47,302,122	$ 29,109,235
72.19%	71.07%	70.56%	82.33%
$ 18,409,151	$ 18,085,069	$ 18,460,967	$ 18,792,963
223.14%	249.08%	256.23%	154.89%

COUNTY OF PLUMAS
Required Supplementary Information
County Pension Plan
Schedule of Proportionate Share of the Net Pension Liability
For the Year Ended June 30, 2022
Last 10 Years*

Measurement Date	2013/2014	2014/2015	2015/2016	2016/2017
Safety				
Proportion of the net pension liability	0.23402%	0.21786%	0.21187%	0.20542%
Proportionate share of the net pension liability	$ 8,777,841	$ 8,976,642	$ 10,973,356	$ 12,274,139
Covered payroll	2,099,472	2,408,575	2,313,026	2,445,498
Proportionate share of the net pension liability as a percentage of covered payroll	418.10%	372.70%	474.42%	501.91%
Plan fiduciary net position as a percentage of the total pension liability	74.81%	74.09%	69.48%	68.50%

*The County implemented GASB 68 for the fiscal year June 30, 2015, therefore only eight years are shown.

2017/2018	2018/2019	2019/2020	2020/2021
0.20918%	0.20789%	0.20796%	0.26583%
$ 12,273,950	$ 12,977,884	$ 13,855,327	$ 9,329,164
2,292,976	2,377,739	2,435,950	2,305,495
535.28%	545.81%	568.79%	404.65%
69.48%	69.13%	67.86%	78.93%

COUNTY OF PLUMAS
Required Supplementary Information
County Pension Plan
Schedule of Contributions
For the Year Ended June 30, 2022
Last 10 Years*

Fiscal Year	2014/2015	2015/2016	2016/2017	2017/2018
Miscellaneous				
Contractually required contributions (actuarially determined)	$ 2,444,777	$ 2,880,790	$ 3,328,049	$ 3,495,258
Contributions in relation to the actuarially determined contributions	(2,444,777)	(2,880,790)	(3,328,049)	(3,495,258)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -
Covered payroll	$ 15,312,042	$ 16,300,140	$ 16,665,038	$ 18,409,151
Contributions as a percentage of covered payroll	15.97%	17.67%	19.97%	18.99%
Safety				
Contractually required contributions (actuarially determined)	$ 777,285	$ 382,499	$ 399,893	$ 1,086,131
Contributions in relation to the actuarially determined contributions	(777,285)	(938,136)	(999,240)	(1,086,131)
Contribution deficiency (excess)	$ -	$ (555,637)	$ (599,347)	$ -
Covered payroll	$ 2,408,575	$ 2,313,026	$ 2,445,498	$ 2,292,976
Contributions as a percentage of covered payroll	32.27%	16.54%	16.35%	47.37%

*The County implemented GASB 68 for the fiscal year June 30, 2015, therefore only eight years are shown.

2018/2019	2019/2020	2020/2021	2021/2022
$ 3,942,094	$ 4,585,265	$ 4,876,081	$ 5,199,435
(3,942,094)	(4,585,265)	(4,876,081)	(5,199,435)
$ -	$ -	$ -	$ -
$ 18,085,069	$ 18,460,967	$ 18,792,963	$ 17,650,048
21.80%	24.84%	25.95%	29.46%
$ 1,233,620	$ 1,463,021	$ 1,566,107	$ 1,712,231
(1,233,620)	(1,463,021)	(1,566,107)	(1,712,231)
$ -	$ -	$ -	$ -
$ 2,377,739	$ 2,435,950	$ 2,305,495	$ 2,394,256
51.88%	60.06%	67.93%	71.51%

COUNTY OF PLUMAS
Required Supplementary Information
County Pension Plan
Notes to County Pension Plan
For the Year Ended June 30, 2022

NOTE 1: SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

Change of Assumptions and Methods

Benefit Changes: None

Changes of Assumptions: None

NOTE 2: SCHEDULE OF CONTRIBUTIONS

Methods and assumptions used to determine the contribution rates were as follows:

Valuation Date	June 30, 2019
Actuarial cost method	Individual Entry Age Normal
Amortization method	Level Percentage of Payroll and Direct Rate Smoothing
Remaining Amortization Period	Differs by employer rate plan but no more than 30 years
Asset valuation method	Fair value
Discount rate	7.00%
Payroll growth	2.75%
Inflation	2.50%
Salary increases	Varies based on entry age and service
Investment rate of return	7.00%

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COUNTY OF PLUMAS
Required Supplementary Information
County OPEB Plan
Schedule of Changes in Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2022
Last 10 Years*

	2017/2018	2018/2019	2019/2020	2020/2021
Total OPEB Liability				
Service cost	$ 604,550	$ 622,445	$ 447,107	$ 403,694
Interest	356,930	385,909	497,614	419,282
Change in benefit terms	-	-	-	-
Change in assumptions	(53,955)	(1,654,015)	(319,277)	-
Differences between expected and actual experience	-	-	(1,496,775)	(208,436)
Benefit payments, including refunds of member contributions	(342,180)	(364,422)	(415,235)	(300,936)
Net Change in Total OPEB Liability	565,345	(1,010,083)	(1,286,566)	313,604
Total OPEB Liability - Beginning	8,293,434	8,858,779	7,848,696	6,562,130
Total OPEB Liability - Ending (a)	$ 8,858,779	$ 7,848,696	$ 6,562,130	$ 6,875,734
Plan Fiduciary Net Position				
Contributions - employer	$ 860,514	$ 657,746	$ 1,523,293	$ 1,118,802
Net investment income	66,740	128,732	80,736	732,778
Benefit payments, including refunds of member contributions	(342,180)	(364,422)	(415,235)	(300,936)
Administrative expenses	-	(4,766)	(11,184)	(20,531)
Net Change in Plan Fiduciary Net Position	585,074	417,290	1,177,610	1,530,113
Plan Fiduciary Net Position - Beginning	1,080,948	1,666,022	2,083,312	3,260,922
Plan Fiduciary Net Position - Ending (b)	$ 1,666,022	$ 2,083,312	$ 3,260,922	$ 4,791,035
Net OPEB Liability - Ending (a)-(b)	$ 7,192,757	$ 5,765,384	$ 3,301,208	$ 2,084,699
Plan fiduciary net position as a percentage of the total OPEB liability	18.81%	26.54%	49.69%	69.68%
Covered employee payroll	$ 19,818,000	$ 19,818,000	$ 20,342,162	$ 20,952,427
Net OPEB liability as a percentage of covered employee payroll	36.29%	29.09%	16.23%	9.95%

***** The County implemented GASB 75 for the fiscal year June 30, 2018, therefore only five years are shown.

2021/2022
$ 407,670
437,094
140,755
(289,416)
379,421
(357,713)
717,811
6,875,734
$ 7,593,545
$ 357,713
(613,787)
(357,713)
(27,394)
(641,181)
4,791,035
$ 4,149,854
$ 3,443,691
54.65%
$ 19,648,267
17.53%

COUNTY OF PLUMAS
Required Supplementary Information
County OPEB Plan
Schedule of Contributions
For the Year Ended June 30, 2022
Last 10 Fiscal Years*

	2017/2018	2018/2019	2019/2020	2020/2021
Actuarially determined contribution	$ 1,035,613	$ 1,051,144	$ 900,198	$ 672,212
Contributions in relation to the actuarially determined contribution	(860,514)	(657,746)	(1,523,293)	(1,118,802)
Contribution deficiency (excess)	$ 175,099	$ 393,398	$ (623,095)	$ (446,590)
Covered employee payroll	$ 19,818,000	$ 19,818,000	$ 20,342,162	$ 20,952,427
Contributions as a percentage of covered employee payroll	4.34%	3.32%	7.49%	5.34%

***** The County implemented GASB 75 for the fiscal year June 30, 2018, therefore only five years are shown.

2021/2022
$ 590,642
(357,713)
$ 232,929
$ 19,648,267
1.82%

COUNTY OF PLUMAS
Required Supplementary Information
County OPEB Plan
Note to County OPEB Plan
For the Year Ended June 30, 2022

NOTE 1: SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS

Changes of Assumptions

Health Care trend rates have been updated to an initial rate of 6.50 percent decreasing by 0.25 percent annually to an ultimate rate of 4.50 percent. The termination rate and retirement rate assumptions have been updated to follow the most recent CalPERS actuarial valuation.

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COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$18,375,242	$18,375,242	$21,610,327	$ 3,235,085
Licenses, permits, and franchises	691,100	691,100	1,003,029	311,929
Fines and forfeitures	235,250	235,250	152,966	(82,284)
Intergovernmental	3,069,377	3,220,620	2,725,028	(495,592)
Use of money and property	227,030	227,030	(38,274)	(265,304)
Charges for services	3,075,424	3,081,933	3,404,526	322,593
Other revenues	668,214	701,763	509,205	(192,558)
Total Revenues	26,341,637	26,532,938	29,366,807	2,833,869
EXPENDITURES				
Current:				
General government	8,878,245	9,378,245	8,573,157	805,088
Public protection	16,539,846	16,889,897	15,070,861	1,819,036
Health and welfare	746,141	752,923	642,392	110,531
Public assistance	954,588	1,105,831	1,042,115	63,716
Education	825,124	834,874	703,683	131,191
Culture and recreation	454,861	824,133	449,842	374,291
Public ways and facilities	554,706	554,706	452,261	102,445
Debt service:				
Principal	-	-	18,241	(18,241)
Interest and other charges	-	-	3,444	(3,444)
Capital outlay	1,053,120	1,053,120	287,104	766,016
Total Expenditures	30,006,631	31,393,729	27,243,100	4,150,629
Excess of Revenues Over (Under) Expenditures	(3,664,994)	(4,860,791)	2,123,707	6,984,498
OTHER FINANCING SOURCES (USES)				
Debt proceeds	-	-	168,600	168,600
Transfers in	10,969,835	11,656,034	11,177,013	(479,021)
Transfers out	(10,693,169)	(10,695,907)	(9,645,491)	1,050,416
Total Other Financing Sources (Uses)	276,666	960,127	1,700,122	739,995
Net Change in Fund Balances	(3,388,328)	(3,900,664)	3,823,829	7,724,493
Fund Balances - Beginning	16,562,434	16,562,434	16,562,434	-
Fund Balances - Ending	$13,174,106	$12,661,770	$20,386,263	$ 7,724,493

Continued (Page 1 of 2)

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
General Fund
For the Year Ended June 30, 2022

Reconciliation of Net Changes in Fund Balances - Budgetary to GAAP Basis:

Total Revenues - Budgetary Basis	$29,366,807
OMB Circular A-87 charges are included as charges for services for budgetary purposes, but are a reduction of expenditures for financial reporting purposes.	(1,903,546)
Total Revenues - Statement of Revenues, Expenditures, and Changes in Fund Balances	$27,463,261
Total Expenditures - Budgetary Basis	$27,243,100
OMB Circular A-87 charges are included as charges for services for budgetary purposes, but are a reduction of expenditures for financial reporting purposes.	
General government expenditures	(1,903,546)
Total Expenditures - Statement of Revenues, Expenditures, and Changes in Fund Balances	$25,339,554

Continued (Page 2 of 2)

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
Road - Major Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Taxes and assessments	$ 1,000	$ 1,000	$ 1,427	$ 427
Licenses, permits, and franchises	73,000	73,000	83,039	10,039
Fines and forfeitures	10	10	-	(10)
Intergovernmental	11,929,264	11,929,264	8,252,689	(3,676,575)
Use of money and property	45,000	45,000	12,706	(32,294)
Charges for services	845,555	845,555	589,239	(256,316)
Other revenues	1,000	1,000	49,733	48,733
Total Revenues	12,894,829	12,894,829	8,988,833	(3,905,996)
EXPENDITURES				
Current:				
Public ways and facilities	13,035,017	13,035,017	7,608,325	5,426,692
Capital outlay	586,500	586,500	1,223,571	(637,071)
Total Expenditures	13,621,517	13,621,517	8,831,896	4,789,621
Excess of Revenues Over (Under) Expenditures	(726,688)	(726,688)	156,937	883,625
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	-	-	1,268	1,268
Transfers in	405,000	405,000	655,438	250,438
Transfers out	(146,125)	(146,125)	(84,980)	61,145
Total Other Financing Sources (Uses)	258,875	258,875	571,726	312,851
Net Change in Fund Balances	(467,813)	(467,813)	728,663	1,196,476
Fund Balances - Beginning	2,525,437	2,525,437	2,525,437	-
Prior period adjustment	-	-	918,632	918,632
Fund Balances - Beginning, Restated	2,525,437	2,525,437	3,444,069	918,632
Fund Balances - Ending	$ 2,057,624	$ 2,057,624	$ 4,172,732	$ 2,115,108

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
Local Revenue 2011 - Major Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 7,208,668	$ 7,208,668	$11,314,917	$ 4,106,249
Use of money and property	-	-	(14,566)	(14,566)
Total Revenues	7,208,668	7,208,668	11,300,351	4,091,683
EXPENDITURES				
Current:				
General government	-	-	-	-
Total Expenditures	-	-	-	-
Excess of Revenues Over (Under) Expenditures	7,208,668	7,208,668	11,300,351	4,091,683
OTHER FINANCING SOURCES (USES)				
Transfers out	(7,208,668)	(7,208,668)	(10,666,257)	(3,457,589)
Total Other Financing Sources (Uses)	(7,208,668)	(7,208,668)	(10,666,257)	(3,457,589)
Net Change in Fund Balances	-	-	634,094	634,094
Fund Balances - Beginning	1,307,309	1,307,309	1,307,309	-
Fund Balances - Ending	$ 1,307,309	$ 1,307,309	$ 1,941,403	$ 634,094

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
Social Services - Major Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$13,042,000	$13,042,000	$ 4,857,118	$ (8,184,882)
Use of money	200,000	200,000	(51,920)	(251,920)
Other revenues	80,500	80,500	83,468	2,968
Total Revenues	13,322,500	13,322,500	4,888,666	(8,433,834)
EXPENDITURES				
Current:				
Public assistance	11,590,828	11,590,828	9,080,288	2,510,540
Debt service:				
Principal	-	-	4,223	(4,223)
Interest and other charges	-	-	180	(180)
Capital outlay	100,000	100,000	11,741	88,259
Total Expenditures	11,690,828	11,690,828	9,096,432	2,594,396
Excess of Revenues Over (Under) Expenditures	1,631,672	1,631,672	(4,207,766)	(5,839,438)
OTHER FINANCING SOURCES (USES)				
Debt proceeds	-	-	11,741	11,741
Transfers in	2,204,930	2,204,930	7,955,366	5,750,436
Transfers out	(5,918,100)	(4,068,100)	(91,531)	3,976,569
Total Other Financing Sources (Uses)	(3,713,170)	(1,863,170)	7,875,576	9,738,746
Net Change in Fund Balances	(2,081,498)	(231,498)	3,667,810	3,899,308
Fund Balances - Beginning	15,477,012	15,477,012	15,477,012	-
Fund Balances - Ending	$13,395,514	$15,245,514	$19,144,822	$ 3,899,308

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
Mental Health - Major Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 5,269,312	$ 5,269,312	$ 7,026,811	$ 1,757,499
Use of money	70,000	70,000	(32,400)	(102,400)
Charges for services	20,000	20,000	17,520	(2,480)
Other revenues	91,510	91,510	521	(90,989)
Total Revenues	5,450,822	5,450,822	7,012,452	1,561,630
EXPENDITURES				
Current:				
Health and welfare	8,368,950	8,563,091	7,560,823	1,002,268
Debt service:				
Principal	-	-	41,906	(41,906)
Interest and other charges	-	-	11,770	(11,770)
Capital outlay	90,000	90,000	417,458	(327,458)
Total Expenditures	8,458,950	8,653,091	8,031,957	621,134
Excess of Revenues Over (Under) Expenditures	(3,008,128)	(3,202,269)	(1,019,505)	2,182,764
OTHER FINANCING SOURCES (USES)				
Debt proceeds	-	-	417,458	417,458
Transfers in	3,104,861	3,104,861	2,407,518	(697,343)
Transfers out	(1,173,751)	(979,610)	(830,381)	149,229
Total Other Financing Sources (Uses)	1,931,110	2,125,251	1,994,595	(130,656)
Net Change in Fund Balances	(1,077,018)	(1,077,018)	975,090	2,052,108
Fund Balances - Beginning	5,768,024	5,768,024	5,768,024	-
Fund Balances - Ending	$ 4,691,006	$ 4,691,006	$ 6,743,114	$ 2,052,108

COUNTY OF PLUMAS
Required Supplementary Information
Budgetary Comparison Schedule
Public Health - Major Special Revenue Fund
For the Year Ended June 30, 2022

	Original Budget	Final Budget	Actual Amounts (Budgetary Basis)	Variance with Final Budget Positive (Negative)
REVENUES				
Intergovernmental	$ 5,417,091	$ 5,607,597	$ 3,709,578	$ (1,898,019)
Use of money	50	50	(2,528)	(2,578)
Charges for services	647,142	647,142	585,373	(61,769)
Other revenues	14,400	14,400	14,042	(358)
Total Revenues	6,078,683	6,269,189	4,306,465	(1,962,724)
EXPENDITURES				
Current:				
Health and welfare	6,926,947	7,117,453	4,788,238	2,329,215
Capital outlay	221,500	221,500	-	221,500
Total Expenditures	7,148,447	7,338,953	4,788,238	2,550,715
Excess of Revenues Over (Under) Expenditures	(1,069,764)	(1,069,764)	(481,773)	587,991
OTHER FINANCING SOURCES (USES)				
Transfers in	385,773	385,773	349,715	(36,058)
Transfers out	(274,763)	(274,763)	(293,000)	(18,237)
Total Other Financing Sources (Uses)	111,010	111,010	56,715	(54,295)
Net Change in Fund Balances	(958,754)	(958,754)	(425,058)	533,696
Fund Balances - Beginning	2,053,890	2,053,890	2,053,890	-
Fund Balances - Ending	$ 1,095,136	$ 1,095,136	$ 1,628,832	$ 533,696

COUNTY OF PLUMAS
Required Supplementary Information
Note to Budgetary Comparison Schedules
For the Year Ended June 30, 2022

NOTE 1: BUDGETARY BASIS OF ACCOUNTING

Formal budgetary integration is employed as a management control device during the year. The County presents a comparison of annual budget to actual results for the County's General and major special revenue funds. The amounts reported on the budgetary basis are generally on a basis consistent with accounting principles generally accepted in the United States of America (GAAP).

In accordance with the provisions of Sections 29000 and 29143, inclusive, of the California Government Code and other statutory provisions, commonly known as the County Budget Act, the County prepares a budget for each fiscal year on or before August 30. Budgeted expenditures are enacted into law through the passage of an Appropriation Resolution. This resolution mandates the maximum authorized expenditures for the fiscal year and cannot be exceeded except by subsequent amendments to the budget by the County's Board of Supervisors.

The following procedures are performed by the County in establishing the budgetary data reflected in the financial statements:

(1) The Budget Consultant (an independent contractor) submits to the Board of Supervisors a recommended budget for the fiscal year commencing the following July 1. The budget includes recommended expenditures and the means of financing them.

(2) The Board of Supervisors reviews the recommended budget at regularly scheduled meetings, which are open to the public. The Board also conducts a public hearing on the recommended budget to obtain comments from interested persons.

(3) Prior to July 1, the budget is adopted through the passage of a resolution.

(4) From the effective date of the budget, which is adopted and controlled at the department level, the amounts stated therein, as recommended expenditures become appropriations to the various County departments. The Board of Supervisors may amend the budget by motion during the fiscal year. The County Auditor-Controller may authorize transfers from one object or purpose to another within the same department.

The County does not use encumbrance accounting under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

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Combining Nonmajor Fund Financial Statements

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Nonmajor Governmental Funds

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COUNTY OF PLUMAS
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2022

	Special Revenue	Capital Projects	Totals
ASSETS			
Cash and investments	$17,029,437	$ 182,860	$17,212,297
Receivables:			
Accounts	1,475	-	1,475
Intergovernmental	959,392	-	959,392
Prepaid costs	44,874	-	44,874
Due from other funds	594,000	-	594,000
Total Assets	$18,629,178	$ 182,860	$18,812,038
LIABILITIES			
Accounts payable	$ 384,135	$ 16,140	$ 400,275
Salaries and benefits payable	69,469	-	69,469
Unearned revenue	192,821	-	192,821
Due to other funds	10,140	-	10,140
Advances from other funds	809,868	-	809,868
Total Liabilities	1,466,433	16,140	1,482,573
DEFERRED INFLOWS OF RESOURCES			
Unavailable revenue	488,795	-	488,795
Total Deferred Inflows of Resources	488,795	-	488,795
FUND BALANCES			
Nonspendable	44,874	-	44,874
Restricted	15,849,725	166,720	16,016,445
Committed	789,491	-	789,491
Unassigned	(10,140)	-	(10,140)
Total Fund Balances	16,673,950	166,720	16,840,670
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$18,629,178	$ 182,860	$18,812,038

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2022

	Special Revenue	Capital Projects	Totals
REVENUES			
Taxes and assessments	$ 345,059	$ -	$ 345,059
Licenses, permits, and franchises	3,492	-	3,492
Fines and forfeitures	12,146	40,377	52,523
Intergovernmental	12,661,292	-	12,661,292
Use of money and property	527,140	(212)	526,928
Charges for services	322,302	-	322,302
Other revenues	2,105,860	-	2,105,860
Total Revenues	15,977,291	40,165	16,017,456
EXPENDITURES			
Current:			
General government	1,774,807	-	1,774,807
Public protection	2,749,021	176,361	2,925,382
Health and welfare	701,597	-	701,597
Public ways and facilities	756,658	-	756,658
Debt service:			
Principal	14,292	-	14,292
Interest and other charges	3,605	-	3,605
Capital outlay	404,550	9,274	413,824
Total Expenditures	6,404,530	185,635	6,590,165
Excess of Revenues Over (Under) Expenditures	9,572,761	(145,470)	9,427,291
OTHER FINANCING SOURCES (USES)			
Proceeds from sale of capital assets	855	-	855
Debt proceeds	110,144	-	110,144
Transfers in	2,888,878	-	2,888,878
Transfers out	(4,176,710)	-	(4,176,710)
Total Other Financing Sources (Uses)	(1,176,833)	-	(1,176,833)
Net Change in Fund Balances	8,395,928	(145,470)	8,250,458
Fund Balances - Beginning	9,196,654	312,190	9,508,844
Prior period adjustment	(918,632)	-	(918,632)
Fund Balances - Beginning	8,278,022	312,190	8,590,212
Fund Balances - Ending	$16,673,950	$ 166,720	$16,840,670

Nonmajor Governmental Funds

- **Special Revenue Funds**

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COUNTY OF PLUMAS
Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2022

	Fish and Game	Child Abuse Prevention	County Fair	Title III	Alcohol/ Drug
ASSETS					
Cash and investments	$ 160,814	$ 147,255	$ 726,148	$ 1,233,048	$ 623,232
Receivables:					
Accounts	-	-	260	-	-
Intergovernmental	140,000	-	-	-	141,853
Prepaid costs	-	-	-	-	-
Due from other funds	-	-	594,000	-	-
Total Assets	$ 300,814	$ 147,255	$ 1,320,408	$ 1,233,048	$ 765,085
LIABILITIES					
Accounts payable	$ 190	$ -	$ 121,621	$ -	$ 9,662
Salaries and benefits payable	121	-	15,532	-	7,970
Unearned revenue	-	-	192,821	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
Total Liabilities	311	-	329,974	-	17,632
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	-	-	-	-	141,853
Total Deferred Inflows of Resources	-	-	-	-	141,853
FUND BALANCES					
Nonspendable	-	-	-	-	-
Restricted	300,503	147,255	990,434	1,233,048	605,600
Committed	-	-	-	-	-
Unassigned	-	-	-	-	-
Total Fund Balances (Deficits)	300,503	147,255	990,434	1,233,048	605,600
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 300,814	$ 147,255	$ 1,320,408	$ 1,233,048	$ 765,085

Public Safety	District Attorney Grants	CARES Act	County Local Revenue AB109	Child Support	DNA Penalty Prop 69	Probation Grant Dept	American Rescue Plan
$ 1,583,557	$ 29,603	$ 63,622	$ 559,301	$ 444,990	$ 24,185	$ 1,667,026	$ 1,239,613
1,215	-	-	-	-	-	-	-
435,032	41,228	-	50,150	-	-	142,758	-
44,874	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
$ 2,064,678	$ 70,831	$ 63,622	$ 609,451	$ 444,990	$ 24,185	$ 1,809,784	$ 1,239,613
$ 75,371	$ 38,543	$ -	$ -	$ 878	$ -	$ 29,683	$ -
30,355	-	-	-	14,491	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
105,726	38,543	-	-	15,369	-	29,683	-
309,882	-	-	-	-	-	32,088	-
309,882	-	-	-	-	-	32,088	-
44,874	-	-	-	-	-	-	-
1,604,196	32,288	63,622	609,451	429,621	24,185	1,748,013	1,239,613
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
1,649,070	32,288	63,622	609,451	429,621	24,185	1,748,013	1,239,613
$ 2,064,678	$ 70,831	$ 63,622	$ 609,451	$ 444,990	$ 24,185	$ 1,809,784	$ 1,239,613

Continued (Page 1 of 3)

COUNTY OF PLUMAS
Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2022

	California Used Oil Recycle	Recorder	Animal Control Spay/Neuter	Domestic Violence	Flood Control
ASSETS					
Cash and investments	$ 50,105	$ 445,740	$ 7,789	$ 13,861	$ 1,042,673
Receivables:					
Accounts	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Prepaid costs	-	-	-	-	-
Due from other funds	-	-	-	-	-
Total Assets	$ 50,105	$ 445,740	$ 7,789	$ 13,861	$ 1,042,673
LIABILITIES					
Accounts payable	$ 20,000	$ 306	$ 100	$ -	$ -
Salaries and benefits payable	-	463	-	-	-
Unearned revenue	-	-	-	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	743,568
Total Liabilities	20,000	769	100	-	743,568
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-
FUND BALANCES					
Nonspendable	-	-	-	-	-
Restricted	30,105	444,971	7,689	13,861	299,105
Committed	-	-	-	-	-
Unassigned	-	-	-	-	-
Total Fund Balances (Deficits)	30,105	444,971	7,689	13,861	299,105
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 50,105	$ 445,740	$ 7,789	$ 13,861	$ 1,042,673

Planning Grants	PCCDC CDBG Grant	Air Pollution	Crescent Mills Lighting	Quincy Lighting	Beckwourth CSA Sewer	CSA #11 Ambulance	Monterey Forum
$ 479,398	$ 6,094	$ -	$ 16,852	$ 83,288	$ 155,797	$ 9,233	$ 19,606
-	-	-	-	-	-	-	-
8,371	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
$ 487,769	$ 6,094	$ -	$ 16,852	$ 83,288	$ 155,797	$ 9,233	$ 19,606
$ 15,782	$ -	$ -	$ 59	$ 9,192	$ 14,008	$ -	$ -
-	-	-	-	-	537	-	-
-	-	-	-	-	-	-	-
-	-	10,140	-	-	-	-	-
-	-	-	600	24,700	41,000	-	-
15,782	-	10,140	659	33,892	55,545	-	-
4,972	-	-	-	-	-	-	-
4,972	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
467,015	6,094	-	16,193	49,396	100,252	9,233	19,606
-	-	-	-	-	-	-	-
-	-	(10,140)	-	-	-	-	-
467,015	6,094	(10,140)	16,193	49,396	100,252	9,233	19,606
$ 487,769	$ 6,094	$ -	$ 16,852	$ 83,288	$ 155,797	$ 9,233	$ 19,606

Continued (Page 2 of 3)

COUNTY OF PLUMAS
Combining Balance Sheet
Nonmajor Special Revenue Funds
June 30, 2022

	ERDS	HAVA Elections	Tobacco Settlement	Walker Ranch CSD	Grizzly Ranch CSD
ASSETS					
Cash and investments	$ 34,448	$ 48,309	$ 789,491	$ 1,283,679	$ 58
Receivables:					
Accounts	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Prepaid costs	-	-	-	-	-
Due from other funds	-	-	-	-	-
Total Assets	$ 34,448	$ 48,309	$ 789,491	$ 1,283,679	$ 58
LIABILITIES					
Accounts payable	$ -	$ -	$ -	$ 39,351	$ -
Salaries and benefits payable	-	-	-	-	-
Unearned revenue	-	-	-	-	-
Due to other funds	-	-	-	-	-
Advances from other funds	-	-	-	-	-
Total Liabilities	-	-	-	39,351	-
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenue	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-
FUND BALANCES					
Nonspendable	-	-	-	-	-
Restricted	34,448	48,309	-	1,244,328	58
Committed	-	-	789,491	-	-
Unassigned	-	-	-	-	-
Total Fund Balances (Deficits)	34,448	48,309	789,491	1,244,328	58
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 34,448	$ 48,309	$ 789,491	$ 1,283,679	$ 58

Disaster Response	Disaster Recovery Operations Center	Totals
$ 3,577,190	$ 463,432	$ 17,029,437
-	-	1,475
-	-	959,392
-	-	44,874
-	-	594,000
$ 3,577,190	$ 463,432	$ 18,629,178
$ -	$ 9,389	384,135
-	-	69,469
-	-	192,821
-	-	10,140
-	-	809,868
-	9,389	1,466,433
-	-	488,795
-	-	488,795
-	-	44,874
3,577,190	454,043	15,849,725
-	-	789,491
-	-	(10,140)
3,577,190	454,043	16,673,950
$ 3,577,190	$ 463,432	$ 18,629,178

Continued (Page 3 of 3)

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2022

	Fish and Game	Child Abuse Prevention	County Fair	Title III	Alcohol/ Drug
REVENUES					
Taxes and assessments	$ -	$ -	$ 2,803	$ -	$ -
Licenses, permits, and franchises	-	-	-	-	-
Fines and forfeitures	1,291	-	-	-	2,971
Intergovernmental	142,220	259	862,970	216,685	407,261
Use of money and property	(868)	(249)	632,194	(10,907)	(5,511)
Charges for services	-	2,426	8,843	-	9,480
Other revenues	60,000	29,720	111,048	-	-
Total Revenues	202,643	32,156	1,617,858	205,778	414,201
EXPENDITURES					
Current:					
General government	-	-	762,042	-	-
Public protection	4,302	32,574	-	-	-
Health and welfare	-	-	-	-	561,651
Public ways and facilities	-	-	-	-	-
Debt service:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	82,970	-	-
Total Expenditures	4,302	32,574	845,012	-	561,651
Excess of Revenues Over (Under) Expenditures	198,341	(418)	772,846	205,778	(147,450)
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	-	-	-	-
Debt proceeds	-	-	-	-	-
Transfers in	-	-	6,499	-	2,625
Transfers out	-	-	(2,886)	(40,765)	(199,243)
Total Other Financing Sources (Uses)	-	-	3,613	(40,765)	(196,618)
Net Change in Fund Balances	198,341	(418)	776,459	165,013	(344,068)
Fund Balances (Deficits) - Beginning	102,162	147,673	213,975	1,068,035	949,668
Prior period adjustment	-	-	-	-	-
Fund Balances (Deficits) - Beginning, Restated	102,162	147,673	213,975	1,068,035	949,668
Fund Balances (Deficits) - Ending	$ 300,503	$ 147,255	$ 990,434	$ 1,233,048	$ 605,600

Public Safety	District Attorney Grants	CARES Act	County Local Revenue AB109	Child Support	DNA Penalty Prop 69	Probation Grant Dept	American Rescue Plan
$ 32,286	$ -	$ -	$ -	$ -	$ -	$ -	$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	6,362	613	-
674,089	153,265	76,703	1,108,515	576,093	-	812,203	1,826,520
(14,222)	(57)	(288)	(4,947)	(1,701)	(106)	(7,486)	(2,222)
28,153	-	-	-	-	-	-	-
169,691	2,500	-	-	-	-	-	-
889,997	155,708	76,415	1,103,568	574,392	6,256	805,330	1,824,298
-	-	18,323	-	-	2,708	-	148,468
1,714,943	163,414	-	-	578,566	-	244,920	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
14,292	-	-	-	-	-	-	-
3,605	-	-	-	-	-	-	-
321,580	-	-	-	-	-	-	-
2,054,420	163,414	18,323	-	578,566	2,708	244,920	148,468
(1,164,423)	(7,706)	58,092	1,103,568	(4,174)	3,548	560,410	1,675,830
855	-	-	-	-	-	-	-
110,144	-	-	-	-	-	-	-
1,551,744	-	-	-	4,500	-	363,246	-
(359,361)	-	(11,412)	(875,239)	-	-	(510,782)	(436,217)
1,303,382	-	(11,412)	(875,239)	4,500	-	(147,536)	(436,217)
138,959	(7,706)	46,680	228,329	326	3,548	412,874	1,239,613
1,510,111	39,994	16,942	381,122	429,295	20,637	1,335,139	-
-	-	-	-	-	-	-	-
1,510,111	39,994	16,942	381,122	429,295	20,637	1,335,139	-
$ 1,649,070	$ 32,288	$ 63,622	$ 609,451	$ 429,621	$ 24,185	$ 1,748,013	$ 1,239,613

Continued (Page 1 of 3)

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2022

	California Used Oil Recycle	Recorder	Animal Control Spay/Neuter	Domestic Violence	Flood Control
REVENUES					
Taxes and assessments	$ -	$ -	$ -	$ -	$ 115,181
Licenses, permits, and franchises	-	-	-	3,492	-
Fines and forfeitures	-	-	909	-	-
Intergovernmental	-	-	-	-	614
Use of money and property	(151)	(1,805)	(52)	(64)	(6,578)
Charges for services	-	20,299	-	-	90,665
Other revenues	-	-	5,290	-	1,024,906
Total Revenues	(151)	18,494	6,147	3,428	1,224,788
EXPENDITURES					
Current:					
General government	-	14,371	-	-	-
Public protection	-	-	-	(107)	-
Health and welfare	-	-	-	-	-
Public ways and facilities	33,561	-	1,300	-	340,821
Debt service:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total Expenditures	33,561	14,371	1,300	(107)	340,821
Excess of Revenues Over (Under) Expenditures	(33,712)	4,123	4,847	3,535	883,967
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	-	-	-	-
Debt proceeds	-	-	-	-	-
Transfers in	-	30	-	-	-
Transfers out	(370)	-	-	-	(1,431)
Total Other Financing Sources (Uses)	(370)	30	-	-	(1,431)
Net Change in Fund Balances	(34,082)	4,153	4,847	3,535	882,536
Fund Balances (Deficits) - Beginning	64,187	440,818	2,842	10,326	335,201
Prior period adjustment	-	-	-	-	(918,632)
Fund Balances (Deficits) - Beginning, Restated	64,187	440,818	2,842	10,326	(583,431)
Fund Balances (Deficits) - Ending	$ 30,105	$ 444,971	$ 7,689	$ 13,861	$ 299,105

Planning Grants	PCCDC CDBG Grant	Air Pollution	Crescent Mills Lighting	Quincy Lighting	Beckwourth CSA Sewer	CSA #11 Ambulance	Monterey Forum
$ -	$ -	$ -	$ 819	$ 40,658	$ 14,849	$ 138,463	$ -
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
584,140	-	-	5	240	60	803	-
(2,414)	(25)	64	(68)	(491)	(1,171)	(11)	(79)
-	-	-	-	-	37,765	-	-
-	-	-	-	-	103,298	-	-
581,726	(25)	64	756	40,407	154,801	139,255	(79)
118,856	-	-	-	-	-	-	-
-	-	10,408	-	-	-	-	1
-	-	-	-	-	-	139,946	-
-	-	-	(209)	102,351	76,893	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
118,856	-	10,408	(209)	102,351	76,893	139,946	1
462,870	(25)	(10,344)	965	(61,944)	77,908	(691)	(80)
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	-	-	57,234	53,000	-	-
(46,927)	-	-	(1,091)	(2,378)	(9,153)	-	-
(46,927)	-	-	(1,091)	54,856	43,847	-	-
415,943	(25)	(10,344)	(126)	(7,088)	121,755	(691)	(80)
51,072	6,119	204	16,319	56,484	(21,503)	9,924	19,686
-	-	-	-	-	-	-	-
51,072	6,119	204	16,319	56,484	(21,503)	9,924	19,686
$ 467,015	$ 6,094	$ (10,140)	$ 16,193	$ 49,396	$ 100,252	$ 9,233	$ 19,606

Continued (Page 2 of 3)

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Nonmajor Special Revenue Funds
For the Year Ended June 30, 2022

	ERDS	HAVA Elections	Tobacco Settlement	Walker Ranch CSD	Grizzly Ranch CSD
REVENUES					
Taxes and assessments	$ -	$ -	$ -	$ -	$ -
Licenses, permits, and franchises	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-
Intergovernmental	-	-	212,799	-	-
Use of money and property	(155)	(195)	(3,862)	(3,691)	(1)
Charges for services	8,261	-	-	116,410	-
Other revenues	-	-	-	-	-
Total Revenues	8,106	(195)	208,937	112,719	(1)
EXPENDITURES					
Current:					
General government	-	(46)	(967)	-	-
Public protection	-	-	-	-	-
Health and welfare	-	-	-	-	-
Public ways and facilities	-	-	-	201,941	-
Debt service:					
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Capital outlay	-	-	-	-	-
Total Expenditures	-	(46)	(967)	201,941	-
Excess of Revenues Over (Under) Expenditures	8,106	(149)	209,904	(89,222)	(1)
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	-	-	-	-	-
Debt proceeds	-	-	-	-	-
Transfers in	-	-	-	-	-
Transfers out	-	-	-	(2,226)	-
Total Other Financing Sources (Uses)	-	-	-	(2,226)	-
Net Change in Fund Balances	8,106	(149)	209,904	(91,448)	(1)
Fund Balances (Deficits) - Beginning	26,342	48,458	579,587	1,335,776	59
Prior period adjustment	-	-	-	-	-
Fund Balances (Deficits) - Beginning, Restated	26,342	48,458	579,587	1,335,776	59
Fund Balances (Deficits) - Ending	$ 34,448	$ 48,309	$ 789,491	$ 1,244,328	$ 58

Disaster Response	Disaster Recovery Operations Center	Totals
$ -	$ -	$ 345,059
-	-	3,492
-	-	12,146
5,005,848	-	12,661,292
(31,642)	(4,099)	527,140
-	-	322,302
401	599,006	2,105,860
4,974,607	594,907	15,977,291
320,188	390,864	1,774,807
-	-	2,749,021
-	-	701,597
-	-	756,658
-	-	14,292
-	-	3,605
-	-	404,550
320,188	390,864	6,404,530
4,654,419	204,043	9,572,761
-	-	855
-	-	110,144
100,000	750,000	2,888,878
(1,177,229)	(500,000)	(4,176,710)
(1,077,229)	250,000	(1,176,833)
3,577,190	454,043	8,395,928
-	-	9,196,654
-	-	(918,632)
-	-	8,278,022
$ 3,577,190	$ 454,043	$ 16,673,950

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Nonmajor Governmental Funds

- **Capital Projects Fund**

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COUNTY OF PLUMAS
Combining Balance Sheet
Nonmajor Capital Projects Fund
June 30, 2022

	Criminal Justice Construction	Total
ASSETS		
Cash and investments	$ 182,860	$ 182,860
Total Assets	$ 182,860	$ 182,860
LIABILITIES		
Accounts payable	$ 16,140	$ 16,140
Total Liabilities	16,140	16,140
FUND BALANCE		
Restricted	166,720	166,720
Total Fund Balance	166,720	166,720
Total Liabilities and Fund Balance	$ 182,860	$ 182,860

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenditures and Changes in Fund Balance
Nonmajor Capital Projects Fund
For the Year Ended June 30, 2022

	Criminal Justice Construction	Total
REVENUES		
Fines and forfeitures	$ 40,377	$ 40,377
Use of money and property	(212)	(212)
Total Revenues	40,165	40,165
EXPENDITURES		
Current:		
Public safety	176,361	176,361
Capital outlay	9,274	9,274
Total Expenditures	185,635	185,635
Net Change in Fund Balance	(145,470)	(145,470)
Fund Balance - Beginning	312,190	312,190
Fund Balance - Ending	$ 166,720	$ 166,720

Nonmajor Proprietary Funds

- **Enterprise Funds**

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COUNTY OF PLUMAS
Combining Statement of Net Position
Nonmajor Enterprise Funds
June 30, 2022

	Senior Transit	CSA #12 Plumas County Transit	Totals
ASSETS			
Current Assets:			
Cash and investments	$ 123	$ 332,391	$ 332,514
Receivables:			
Accounts	2,618	-	2,618
Intergovernmental	2,049	-	2,049
Total Current Assets	4,790	332,391	337,181
Noncurrent Assets:			
Capital Assets:			
Depreciable, net	145,724	55,512	201,236
Total Noncurrent Assets	145,724	55,512	201,236
Total Assets	150,514	387,903	538,417
DEFERRED OUTFLOWS OF RESOURCES			
Deferred pension adjustments	46,432	-	46,432
Deferred OPEB adjustments	5,604	-	5,604
Total Deferred Outflows of Resources	52,036	-	52,036
LIABILITIES			
Current Liabilities:			
Accounts payable	12,634	269,405	282,039
Salaries and benefits payable	8,139	-	8,139
Compensated absences	8,777	-	8,777
Total Current Liabilities	29,550	269,405	298,955
Noncurrent Liabilities:			
Compensated absences	7,339	-	7,339
Net pension liability	178,841	-	178,841
Net OPEB liability	24,385	-	24,385
Total Noncurrent Liabilities	210,565	-	210,565
Total Liabilities	240,115	269,405	509,520
DEFERRED INFLOWS OF RESOURCES			
Deferred pension adjustments	93,912	-	93,912
Deferred OPEB adjustments	16,117	-	16,117
Total Deferred Inflows of Resources	110,029	-	110,029
NET POSITION			
Investment in capital assets	145,724	55,512	201,236
Unrestricted	(293,318)	62,986	(230,332)
Total Net Position (Deficit)	$ (147,594)	$ 118,498	$ (29,096)

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenses and Changes in Net Position
Nonmajor Enterprise Funds
For the Year Ended June 30, 2022

	Senior Transit	CSA #12 Plumas County Transit	Totals
OPERATING REVENUES			
Passenger fares	$ 342,428	$ -	$ 342,428
Total Operating Revenues	342,428	-	342,428
OPERATING EXPENSES			
Salaries and benefits	304,331	-	304,331
Services and supplies	115,069	852,664	967,733
Depreciation	93,510	54,020	147,530
Total Operating Expenses	512,910	906,684	1,419,594
Operating Income (Loss)	(170,482)	(906,684)	(1,077,166)
NON-OPERATING REVENUE (EXPENSES)			
Intergovernmental revenues	30,390	779,064	809,454
Interest income	6	(2,940)	(2,934)
Total Non-Operating Revenues (Expenses)	30,396	776,124	806,520
Income (Loss) Before Transfers	(140,086)	(130,560)	(270,646)
Transfers in	17,736	-	17,736
Change in Net Position	(122,350)	(130,560)	(252,910)
Total Net Position (Deficit) - Beginning	(25,244)	249,058	223,814
Total Net Position (Deficit) - Ending	$ (147,594)	$ 118,498	$ (29,096)

COUNTY OF PLUMAS
Combining Statement of Cash Flows
Nonmajor Enterprise Funds
For the Year Ende June 30, 2022

	Senior Transit	CSA #12 Plumas County Transit	Totals
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers	$ 353,300	$ -	$ 353,300
Payments to suppliers	(104,624)	(789,578)	(894,202)
Payments to employees	(317,013)	-	(317,013)
Net Cash Provided (Used) by Operating Activities	(68,337)	(789,578)	(857,915)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Intergovernmental revenues	28,341	779,064	807,405
Transfers from other funds	17,736	-	17,736
Net Cash Provided (Used) by Noncapital Financing Activities	46,077	779,064	825,141
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest on investments	6	(2,940)	(2,934)
Net Cash Provided (Used) by Investing Activities	6	(2,940)	(2,934)
Net Increase (Decrease) in Cash and Cash Equivalents	(22,254)	(13,454)	(35,708)
Balances - Beginning	22,377	345,845	368,222
Balances - Ending	$ 123	$ 332,391	$ 332,514
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating income (loss)	$ (170,482)	$ (906,684)	$ (1,077,166)
Adjustments to reconcile operating income to net cash provided by operating activities:			
Depreciation	93,510	54,020	147,530
Decrease (increase) in:			
Accounts receivable	10,872	-	10,872
Pension adjustments - deferred outflows	8,234	-	8,234
OPEB adjustments - deferred outflows	(5,604)	-	(5,604)
Increase (decrease) in:			
Accounts payable	10,445	63,086	73,531
Salaries and benefits payable	400	-	400
Compensated absences payable	14,059	-	14,059
Net pension liability	(123,252)	-	(123,252)
Net OPEB liability	9,263	-	9,263
Pension adjustments - deferred inflows	88,975	-	88,975
OPEB adjustments - deferred inflows	(4,757)	-	(4,757)
Net Cash Provided (Used) by Operating Activities	$ (68,337)	$ (789,578)	$ (857,915)

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Internal Service Funds

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COUNTY OF PLUMAS
Combining Statement of Net Position
Internal Service Funds
June 30, 2022

	Risk Management Workers' Compensation/ Liability	Unemployment Reserve	OPEB	Totals
ASSETS				
Current Assets:				
Cash and investments	$ 178,603	$ 341,416	$ 1,315,442	$ 1,835,461
Cash with fiscal agent	9,419,527	-	-	9,419,527
Total Current Assets	9,598,130	341,416	1,315,442	11,254,988
Total Assets	9,598,130	341,416	1,315,442	11,254,988
LIABILITIES				
Current Liabilities:				
Accrued claims liability	3,970,008	-	-	3,970,008
Total Liabilities	3,970,008	-	-	3,970,008
NET POSITION				
Unrestricted	5,628,122	341,416	1,315,442	7,284,980
Total Net Position	$ 5,628,122	$ 341,416	$ 1,315,442	$ 7,284,980

COUNTY OF PLUMAS
Combining Statement of Revenues, Expenses and Changes in Net Position
Internal Service Funds
For the Year Ended June 30, 2022

	Risk Management Workers' Compensation/ Liability	Unemployment Reserve	OPEB	Totals
OPERATING REVENUES				
Charges for services	$ 2,153,802	$ -	$ -	$ 2,153,802
Other revenues	-	30,941	1,311,888	1,342,829
Total Operating Revenues	2,153,802	30,941	1,311,888	3,496,631
OPERATING EXPENSES				
Claims paid/liability adjustment	1,344,708	55,437	-	1,400,145
Total Operating Expenses	1,344,708	55,437	-	1,400,145
Operating Income (Loss)	809,094	(24,496)	1,311,888	2,096,486
NON-OPERATING REVENUE (EXPENSES)				
Interest income	72	(1,343)	(8,327)	(9,598)
Total Non-Operating Revenue (Expenses)	72	(1,343)	(8,327)	(9,598)
Change in Net Position	809,166	(25,839)	1,303,561	2,086,888
Total Net Position - Beginning	4,818,956	367,255	11,881	5,198,092
Total Net Position - Ending	$ 5,628,122	$ 341,416	$ 1,315,442	$ 7,284,980

COUNTY OF PLUMAS
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2022

	Risk Management Workers' Compensation/ Liability	Unemployment Reserve	OPEB	Totals
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	$ 2,153,802	$ 30,941	$ 1,311,888	$ 3,496,631
Payments to suppliers	(2,193,263)	(55,437)	-	(2,248,700)
Net Cash Provided (Used) by Operating Activities	(39,461)	(24,496)	1,311,888	1,247,931
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest on investments	72	(1,343)	(8,327)	(9,598)
Net Cash Provided (Used) by Investing Activities	72	(1,343)	(8,327)	(9,598)
Net Increase (Decrease) in Cash and Cash Equivalents	(39,389)	(25,839)	1,303,561	1,238,333
Balances - Beginning	9,637,519	367,255	11,881	10,016,655
Balances - Ending	$ 9,598,130	$ 341,416	$ 1,315,442	$ 11,254,988
ADJUSTMENT TO RECONCILE OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating income (loss)	$ 809,094	$ (24,496)	$ 1,311,888	$ 2,096,486
Adjustments to reconcile operating income to net cash provided by operating activities:				
Increase (decrease) in:				
Accrued claims liability	(848,555)	-	-	(848,555)
Net Cash Provided (Used) by Operating Activities	$ (39,461)	$ (24,496)	$ 1,311,888	$ 1,247,931

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Fiduciary Funds

- **Investment Trust Funds**

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COUNTY OF PLUMAS
Combining Statement of Fiduciary Net Position
Investment Trust Funds
June 30, 2022

	Special Districts Governed by Local Boards	School Districts	School Districts Debt Service	Trial Court	Total Investment Trust Funds
ASSETS					
Cash and investments	$ 14,826,077	$ 43,410,146	$ 21,892,107	$ 165	$ 80,128,495
Receivables:					
Accounts	22,657	17,479	-	-	40,136
Intergovernmental	360,774	-	-	-	360,774
Prepaid costs	2,524	-	-	-	2,524
Total Assets	15,212,032	43,427,625	21,892,107	165	80,531,929
LIABILITIES					
Accounts payable	373,420	-	-	165	373,585
Salaries and benefits payable	94,733	-	-	-	94,733
Total Liabilities	468,153	-	-	165	468,318
NET POSITION					
Restricted for:					
Pool participants	14,743,879	43,427,625	21,892,107	-	80,063,611
Total Net Position	$ 14,743,879	$ 43,427,625	$ 21,892,107	$ -	$ 80,063,611

COUNTY OF PLUMAS
Combining Statement of Changes in Fiduciary Net Position
Investment Trust Funds
For the Year Ending June 30, 2022

	Special Districts Governed by Local Boards	School Districts	School Districts Debt Service	Trial Court	Total Investment Trust Funds
ADDITIONS					
Contributions to investment pool	$ 19,300,935	$ 101,897,440	$ 4,252,621	$ 3,376	$ 125,454,372
Net investment earnings	(66,094)	(368,364)	97,166	-	(337,292)
Total Additions	19,234,841	101,529,076	4,349,787	3,376	125,117,080
DEDUCTIONS					
Distributions from investment pool	16,349,585	90,725,562	13,991,660	3,700	121,070,507
Total Deductions	16,349,585	90,725,562	13,991,660	3,700	121,070,507
Total Change in Net Position	2,885,256	10,803,514	(9,641,873)	(324)	4,046,573
Net Position - Beginning	11,858,623	32,624,111	31,533,980	324	76,017,038
Net Position - Ending	$ 14,743,879	$ 43,427,625	$ 21,892,107	$ -	$ 80,063,611

COUNTY OF PLUMAS,
CALIFORNIA

SINGLE AUDIT ACT
REPORTS AND SCHEDULES
FOR THE YEAR ENDED
JUNE 30, 2022

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COUNTY OF PLUMAS
Single Audit Act
For the Year Ended June 30, 2022

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors and the Grand Jury
County of Plumas
Quincy, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County of Plumas, California, (County) as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated April 9, 2024.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified certain deficiencies in internal control that we consider to be material weaknesses and significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2022-002 through 2022-003 to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2022-004 to be a significant deficiency.

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To the Board of Supervisors and the Grand Jury
County of Plumas
Quincy, California

Report on Compliance and Other Matters

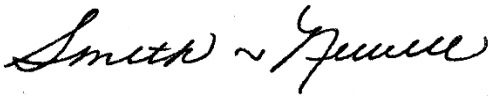
As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under Government Auditing Standards.

County's Responses to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the County's responses to the findings identified in our audit are described in the accompanying management's corrective action plan. The County's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the responses.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Smith & Newell CPAs
Yuba City, California
April 9, 2024

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Supervisors and the Grand Jury
County of Plumas
Quincy, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the County of Plumas, California's (County) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2022. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the County and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the County's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the County's federal programs.

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To the Board of Supervisors and the Grand Jury
County of Plumas
Quincy, California

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the County's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the County's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, Government Auditing Standards, and the Uniform Guidance, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the County's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.

- Obtain an understanding of the County's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we did identify certain deficiencies in internal control that we consider to be material weaknesses.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2022-001 to be a material weakness.

A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the County's response to the internal control over compliance finding identified in our audit described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the County of Plumas, California, (County) as of and for the year ended June 30, 2022 and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated April 9, 2024, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Smith & Newell CPAs
Yuba City, California
April 9, 2024

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COUNTY OF PLUMAS
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Agriculture				
State Department of Food and Agriculture:				
Plant and Animal Disease, Pest Control, and Animal Care	10.025	20-0199	$ -	$ 4,160
State Department of Public Health:				
Supplemental Nutrition Assistance Program	10.551	19-10363	-	134,551
State Department of Social Services:				
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	10.561	10-Unknown	-	232,930
State Administrative Matching Grants for the Supplemental Nutrition Assistance Program - COVID	10.561	10-Unknown	-	6,848
SNAP Cluster (10.551 and 10.561)			-	374,329
State Controller's Office:				
Schools and Roads - Grants to States	10.665	10-Unknown	-	1,356,360
Forest Service Schools and Roads Cluster (10.665)			-	1,356,360
Total U.S. Department of Agriculture			-	1,734,849
U.S. Department of Housing and Urban Development				
State Department of Health Services:				
Housing Opportunities for Persons with AIDS	14.241	19-10520	-	43,153
Total U.S. Department of Housing and Urban Development			-	43,153
U.S. Department of the Interior				
Direct Program:				
Payments in Lieu of Taxes	15.226	-	-	947,333
Total U.S. Department of the Interior			-	947,333
U.S. Department of Justice				
Direct Program:				
Drug Court Discretionary Grant Program	16.585	-	-	13,420
State Criminal Alien Assistance Program	16.606	-	-	2,000
Bulletproof Vest Partnership Program	16.607	-	-	5,278
Equitable Sharing Program	16.922	-	-	6,736
State Emergency Management Agency:				
Crime Victim Assistance	16.575	VW 2028 0320	-	74,892
Crime Victim Assistance	16.575	VW 2129 0320	-	89,937
Crime Victim Assistance	16.575	XC 2002 0320	-	32,608
Subtotal 16.575			-	197,437
Total U.S. Department of Justice			-	224,871

See accompanying Notes to Schedule of Expenditures of Federal Awards

COUNTY OF PLUMAS
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Transportation				
Federal Aviation Administration:				
Airport Improvement Program	20.106	3-06-0020-014-2021	$ -	$ 14,504
Airport Improvement Program	20.106	3-06-0020-016-2021	-	9,000
Airport Improvement Program	20.106	3-06-0020-017-2021	-	22,000
Airport Improvement Program	20.106	3-06-0040-019-2020	-	33,880
Airport Improvement Program	20.106	3-06-0040-021-2021	-	9,000
Airport Improvement Program	20.106	3-06-0040-022-2021	-	21,502
Airport Improvement Program	20.106	3-06-0040-023-2021	-	20,919
Airport Improvement Program	20.106	3-06-0040-024-2021	-	22,000
Airport Improvement Program	20.106	3-06-0191-017-2020	-	23,808
Airport Improvement Program	20.106	3-06-0191-018-2021	-	18,905
Airport Improvement Program	20.106	3-06-0191-020-2021	-	14,429
Subtotal 20.106			-	209,947
State Department of Transportation:				
Highway Planning and Construction	20.205	BRLO-5909(029)	-	22,784
Highway Planning and Construction	20.205	BRLO-5909(079)	-	6,419
Highway Planning and Construction	20.205	BRLO-5909(080)	-	92,080
Highway Planning and Construction	20.205	BRLO-5909(082)	-	890
Highway Planning and Construction	20.205	BRLO-5909(083)	-	19,585
Highway Planning and Construction	20.205	BRLO-5909(092)	-	24,165
Highway Planning and Construction	20.205	BRLO-5909(093)	-	13,526
Highway Planning and Construction	20.205	BRLO-5909(094)	-	5,856
Highway Planning and Construction	20.205	BRLO-5909(095)	-	27,488
Highway Planning and Construction	20.205	BRLO-5909(096)	-	40,246
Highway Planning and Construction	20.205	BRLO-5909(097)	-	77,001
Highway Planning and Construction	20.205	BRLO-5909(100)	-	16,469
Highway Planning and Construction	20.205	BRLO-5909(101)	-	2,263
Highway Planning and Construction	20.205	RPSTPL-5909(116)	-	18,828
Highway Planning and Construction	20.205	HRRRL-5909(113)	-	396,864
Highway Planning and Construction	20.205	ER-32L0 (409)	-	83,276
Highway Planning and Construction Cluster (20.205)			-	847,740
Total U.S. Department of Transportation			-	1,057,687
U.S. Department of the Treasury				
State Controller's Office:				
Coronavirus State and Local Fiscal Relief Fund	21.027	21-Unknown	-	584,685
Total U.S. Department of the Interior			-	584,685
U.S. Department of Health and Human Services				
Direct Program:				
Grants to Provide Outpatient Early Intervention Services with Respect to HIV Disease	93.918	-	-	243,315

See accompanying Notes to Schedule of Expenditures of Federal Awards

COUNTY OF PLUMAS
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Health and Human Services (Continued)				
State Department of Social Services:				
Promoting Safe and Stable Families	93.556	93-Unknown	-	7,660
Temporary Assistance for Needy Families	93.558	93-Unknown	-	365,556
Adoption Incentive Payments	93.603	93-Unknown	-	16,672
Stephanie Tubbs Jones Child Welfare Services Program	93.645	93-Unknown	-	21,026
Social Services Block Grant	93.667	93-Unknown	-	54,588
John H. Chafee Foster Care Program for Successful Transition to Adulthood	93.674	93-Unknown	-	14,008
Guardianship Assistance	93.090	93-Unknown	-	30,154
Guardianship Assistance - COVID	93.090	93-Unknown	-	3,586
Subtotal 93.090			-	33,740
Foster Care - Title IV-E	93.658	93-Unknown	-	556,905
Foster Care - Title IV-E - COVID	93.658	93-Unknown	-	22,454
Subtotal 93.658			-	579,359
Adoption Assistance	93.659	93-Unknown	-	258,043
Adoption Assistance - COVID	93.659	93-Unknown	-	31,347
Subtotal 93.659			-	289,390
State Department of Child Support Services:				
Child Support Enforcement	93.563	93-Unknown	-	359,396
State Department of Aging:				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers	93.044	IIIB-0412-18	-	30,000
Special Programs for the Aging - Title III, Part C - Nutrition Services	93.045	IIIC-045-18	-	158,749
Special Programs for the Aging - Title III, Part C - Nutrition Services - COVID	93.045	IIIC-045-18	-	9,000
Nutrition Services Incentive Program	93.053	IIIC-045-18	-	24,617
Total Aging Cluster (93.044, 93.045 and 93.053)			-	222,366
State Department of Health Services:				
Childhood Lead Poisoning Prevention Projects - State and Local Childhood Lead Poisoning Prevention and Surveillance of Blood Lead Levels in Children	93.197	17-10228	-	49,402
Substance Abuse and Mental Health Services - Projects of Regional and National Significance	93.243	19-10499	-	88,818
Children's Health Insurance Program	93.767	93-Unknown	-	7,556

See accompanying Notes to Schedule of Expenditures of Federal Awards

COUNTY OF PLUMAS
Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

Federal Program/Pass-Through Grantor/Program Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Health and Human Services (Continued)				
State Department of Health Services (Continued):				
HIV Care Formula Grants	93.917	18-10881	$ -	$ 317,633
Human Immunodeficiency Virus (HIV)/Acquired Immunodeficiency Virus Syndrome (AIDS) Surveillance	93.944	19-10439	-	3,134
Maternal and Child Health Services Block Grant to the States	93.994	93-Unknown	-	72,627
Medical Assistance Program	93.778	93-Unknown	-	813,944
Medicaid Cluster (93.778)			-	813,944
State Department of Emergency Services:				
Public Health Emergency Preparedness	93.069	93-Unknown	-	92,129
Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness (PHEP) Aligned Cooperative National Bioterrorism Hospital Preparedness Program	93.889	93-Unknown	-	170,260
State Department of Mental Health:				
Block Grants for Community Mental Health Services	93.958	93-Unknown	-	284,994
State Department of Alcohol and Drug Abuse Programs:				
Block Grants for Prevention and Treatment of Substance Abuse	93.959	10-NNA32	-	499,932
Total U.S. Department of Health and Human Services			-	4,607,505
Department of Homeland Security				
State Emergency Management Agency:				
Disaster Grants - Public Assistance (Presidentially Declared Disasters)	97.036	FEMA-4301-DR-CA		509,511
Hazard Mitigation Grant	97.039	FEMA-4344-DR-CA	-	7,398
Emergency Management Performance Grants	97.042	2020-0006	-	128,980
Emergency Management Performance Grants	97.042	2020-0019	-	76,510
Emergency Management Performance Grants	97.042	2021-0015	-	121,155
Subtotal 97.042			-	326,645
Homeland Security Grant Program	97.067	2019-0035	-	95,279
Total Department of Homeland Security			-	938,833
Total			$ -	$ 10,138,916

See accompanying Notes to Schedule of Expenditures of Federal Awards

COUNTY OF PLUMAS
Notes to Schedule of Expenditures of Federal Awards
For the Year Ended June 30, 2022

1. REPORTING ENTITY

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal financial assistance programs of the County of Plumas. The County of Plumas reporting entity is defined in Note 1 to the County's basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through other government agencies are included in the Schedule of Expenditures of Federal Awards. The information in this schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the schedule presents only a selected portion of the operations of the County, it is not intended to, and does not, present the financial position, changes in net position or cash flows of the County.

2. BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements, regardless of the measurement focus applied. The accompanying Schedule of Expenditures of Federal Awards, is presented using the modified accrual basis of accounting for grants accounted for in the governmental fund types and the accrual basis of accounting for grants accounted for in the proprietary fund types, as described in the notes to the County financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowed or are limited as to reimbursements.

3. INDIRECT COST RATE

The County has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

4. RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree or can be reconciled with amounts reported in the related federal financial assistance reports.

5. RELATIONSHIP TO BASIC FINANCIAL STATEMENTS

The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree or can be reconciled with amounts reported in the County's basic financial statements.

6. PASS-THROUGH ENTITIES' IDENTIFYING NUMBER

When federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards shows, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity and the identifying number is shown as unknown.

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COUNTY OF PLUMAS
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

SECTION I - SUMMARY OF AUDITOR'S RESULTS

Financial Statements	Status
1. Type of auditor's report issued	Unmodified
2. Internal controls over financial reporting:	
a. Material weaknesses identified?	Yes
b. Significant deficiencies identified and not considered to be material weaknesses?	Yes
3. Noncompliance material to financial statements noted?	No

Federal Awards	
1. Internal control over major programs:	
a. Material weaknesses identified?	Yes
b. Significant deficiencies identified and not considered to be material weaknesses?	No
2. Type of auditor's report issued on compliance for major programs:	Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR Section 200.516(a)?	Yes
4. Identification of major programs:	
10.665 Schools and Roads – Grants to States	
15.226 Payments in Lieu of Taxes	
20.205 Highway Planning and Construction	
93.658 Foster Care – Title IV-E	
93.778 Medical Assistance Program	
5. Dollar threshold used to distinguish between Type A and Type B programs?	$750,000
6. Auditee qualified as a low-risk auditee under 2 CFR Section 200.520?	No

SECTION II - FINANCIAL STATEMENT FINDINGS

Reconciliation of Pooled Cash and Investments	2022-002
Apportionment of Quarterly Investment Earnings	2022-003
Financial Accruals in the Financial Statements	2022-004

SECTION III - FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

10.665	Schools and Roads – Grants to States	2022-001
20.205	Highway Planning and Construction	2022-001
93.658	Foster Care – Title IV-E	2022-001
93.778	Medical Assistance Program	2022-001

COUNTY OF PLUMAS
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

2022-001 (Material Weakness)

Name:	**Schools and Roads – Grants to States** **Highway Planning and Construction** **Foster Care – Title IV-E** **Medical Assistance Program**
CFDA#:	**10.665** **20.205** **93.658** **93.778**
Federal Grantor:	**U.S. Department of Agriculture** **U.S. Department of Transportation** **U.S. Department of Health and Human Services**
Pass-Through Entity:	**State Controller's Office** **State Department of Social Services** **State Department of Health Services**
Award No.:	**Various**
Year:	**2021-22**
Compliance Requirement:	**Other**

Criteria

Internal control over the Schedule of Expenditures of Federal Awards (SEFA) requires that individual County departments provide accurate Federal expenditure information to the County Auditor in a timely manner.

Condition

During our testing of major programs, we noted that the SEFA provided by the County at the beginning of audit fieldwork contained errors in the federal expenditures. Expenditures included on the SEFA provided at the beginning of the audit were less than actual expenditures by $1,901,413 in the major programs listed above.

Cause

The County departments did not provide accurate information to include on the SEFA that was provided to us at the beginning of the audit.

Effect

The SEFA provided at the beginning of fieldwork was not materially correct and adjustments were needed to accurately reflect all Federal expenditures.

Questioned Cost

No questioned costs were identified as a result of our procedures.

Context

The condition noted above was identified during our procedures related to reporting over the programs.

2022-001 (Material Weakness) (Continued)

Repeat Finding

This is a repeat of prior year finding 2021-001.

Recommendation

We recommend that the County departments provide the County Auditor with accurate federal expenditure information prior to the beginning of audit fieldwork.

Views of Responsible Officials and Planned Corrective Action

Refer to separate Managements' Corrective Action Plan for views of responsible officials and management's responses.

COUNTY OF PLUMAS
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

2022-002 Reconciliation of Pooled Cash and Investments (Material Weakness)

Criteria

California Government Code Section 26905 states that not later than the last day of each month, the Auditor shall reconcile the cash and investment accounts as stated on the Auditor's books with the cash and investment accounts as stated on the Treasurer's books as of the close of business of the preceding month to determine that the accounts as stated on the books of the Treasurer are in agreement with the amount in those accounts as stated on the books of the Auditor.

Condition

We noted that as of June 30, 2022, there was an unreconciled difference between the County Auditor's general ledger and the Treasurer's cash and investment books of approximately $42,000. We also noted that at the time of our fieldwork a reconciliation had not been completed for over a year. In addition, all investment earnings during that period had not been recorded.

Cause

The County implemented new accounting software system and staff was not completely trained in its operation.

Effect

There is an unreconciled difference as of June 30, 2022 between the Auditor's cash and the Treasurer's cash of approximately $42,000 and investment records. In addition, earnings had not been recorded on the books of the County.

Questioned Cost

No questioned costs were identified as a result of our procedures.

Context

We audited cash and investments in the normal course of the audit.

Repeat Finding

This is a repeat finding of prior year finding 2021-002.

Recommendation

We recommend that the County reconcile the Auditor's general ledger to the Treasurer's cash and investments records each month.

Views of Responsible Officials and Planned Corrective Action

Refer to separate Management's Corrective Action Plan for views of responsible officials and management's responses.

2022-003 Apportionment of Quarterly Investment Earnings (Material Weakness)

Criteria

Investment earnings are to be apportioned each quarter based on each fund's average daily balance.

Condition

We noted that all investment earnings and gains and losses on investments were not recorded timely during 2021-22.

Cause

All investment earnings and gains or losses on investments were not recorded timely during 2021-22.

Effect

Investment earnings had not been apportioned timely.

Questioned Cost

No questioned costs were identified as a result of our procedures.

Context

We examined the quarterly investment earnings apportionments during 2021-22.

Repeat Finding

This is a repeat finding of prior year finding 2021-005.

Recommendation

We recommend that all investment earnings be recorded in the apportionment fund and that investment earnings be apportioned each quarter.

Views of Responsible Officials and Planned Corrective Action

Refer to separate Management's Corrective Action Plan for views of responsible officials and management's responses.

COUNTY OF PLUMAS
Schedule of Findings and Questioned Costs
For the Year Ended June 30, 2022

2022-004 Financial Accruals in the Financial Statements (Significant Deficiency)

Criteria

The County is required to record all accruals (accounts receivable, prepaids, accounts payable, etc.) in the County's financial statements.

Condition

At the time of our fieldwork, we noted that the County had not recorded approximately $4,056,060 of accounts receivable due to the County at June 30, 2022 and approximately $186,000 of retention and accounts payable owed by the County as of June 30, 2022.

Cause

The County had significant staff turnover during this period.

Effect

The financial statements did not include all accounts receivable and accounts payable and therefore did not reflect all income and expenses and significant audit adjustments were required.

Questioned Cost

No questioned costs were identified as a result of our procedures.

Context

We reviewed deposits and expenditures subsequent to June 30, 2022.

Repeat Finding

This is not a repeat finding.

Recommendation

We recommend that subsequent deposits and expenditures be reviewed to determine if they should be accrued to the prior year.

Views of Responsible Officials and Planned Corrective Action

Refer to separate Management's Corrective Action Plan for views of responsible officials and management's responses.

PLUMAS COUNTY AUDITOR/CONTROLLER
520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442
Martee Graham • AUDITOR/CONTROLLER

COUNTY OF PLUMAS, CALIFORNIA

Status of Prior Year Findings and Questioned Costs

and

Corrective Action Plan

For the Year Ended June 30, 2022

Compiled by: Martee Graham, Auditor-Controller

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COUNTY OF PLUMAS
Schedule of Prior Year Findings and Questioned Costs
For the Year Ended June 30, 2022

Audit Reference	Status of Prior Year Audit Recommendations
2021-001	**Schools and Roads – Grants to States, Highway Planning and Construction, Foster Care – Title IV-E, Medical Assistance Program**
	Recommendation
	We recommend that the County departments provide the County auditor with accurate federal expenditure information prior to the beginning of audit fieldwork.
	Status
	Not Implemented
2021-002	**Audit Adjustments**
	Recommendation
	We recommend that the County continue to reconcile pooled cash and investments in a timely manner and that any reconciled differences be identified and resolved within the month that they occur.
	Status
	Not Implemented
2021-003	**Accountability of Capital Assets**
	Recommendation
	We recommend that the schedules of capital assets be reconciled to the capital outlay expense account of the County records.
	Status
	Implemented
2021-004	**Payment of Expenditures**
	Recommendation
	We recommend that all accounts payable are logged into the accounting system and that all outstanding bills be paid or reviewed as to why payment was not being paid.
	Status
	Implemented

COUNTY OF PLUMAS
Schedule of Prior Year Findings and Questioned Costs
For the Year Ended June 30, 2022

Audit Reference	Status of Prior Year Audit Recommendations
2021-005	**Allocation of Interest Earnings** **Recommendation** We recommend that interest earnings be apportioned each quarter timely. **Status** Not Implemented

COUNTY OF PLUMAS
Management's Corrective Action Plan
For the Year Ended June 30, 2022

2022-001 Schools and Roads – Grants to States, Highway Planning and Construction, Coronavirus Relief Funds, Foster Care – Title IV-E, Medical Assistance Program (Material Weakness)

We recommend that the County departments provide the County Auditor with accurate federal expenditure information prior to the beginning of audit fieldwork.

Management's Response: The County concurs with the findings.

Responsible Individuals:

For 10.665 and 20.205: John Mannle, Director of Public Works
Damien Frank, Administrative Service Officer

For 93.658: Jennifer Bromby, DFO
Neil Caiazzo, Director

For 93.778: Dana Loomis, Director of Public Health
DeLena Jones, Administrative Service Officer

Corrective Action Plan:

For 10.665 and 20.205: Public Works has had a shortage of project engineers that has led to the issues that precipitated the audit finding of: expenditures reported on invoices for reimbursement from federal transportation programs being less than the expenditures noted by the audit. Project engineers are responsible for approving all invoices for reimbursement from federal transportation programs. Staff need to be reminded to repeatedly self-audit back through the time periods noted on previous invoices for reimbursement when preparing a new invoice. Changes or missed expenditures due to late postings or accruals by fiscal staff can then be found and added into the new reimbursement invoice. Discussions have been made among the management team to eliminate reporting issues.

For 93.658: Social Services has reached out to another county regarding procedures for completing the schedules. They provided a copy of instructions for completing the schedule of expenditures of federal awards. Plumas County Social Services has now implemented those procedures going forward.

For 93.778: Department of Public Health recognizes that the records for 93.778, CHDP-FC were not correct for FY 21/22. The Department experienced turnover during the time frame and the prior Administrative Service Officer had utilized a new software program and the new Administrative Service Officer was unfamiliar with the program. Public Health has changed the method in which they record receivables and expenditures since the original fieldwork was performed and currently keeps accurate and up-to-date records. The invoices and payments that were missed in FY 21/22 have been submitted and all receivables have since been recorded.

Anticipated Completion Date: We will have more formal communication with departments by June 30, 2024.

COUNTY OF PLUMAS
Management's Corrective Action Plan
For the Year Ended June 30, 2022

2022-002 Reconciliation of Pooled Cash and Investments (Material Weakness)

We recommend that the County reconcile the Auditor's general ledger to the Treasurer's cash and investments records each month.

Management's Response: The County concurs with the finding. The finding has been an ongoing issue since the County changed its financial system in July 2019.

Responsible Individual: Martee Graham, Auditor-Controller

Corrective Action Plan: Plumas County engaged in a contract with an outside consulting firm to help with the cash reconciliation within the financial system. The Plumas County Auditor-Controller Office utilizes positive pay to upload all warrants issued by the County and the Plumas County Treasurer-Tax Collector offices uploads BAI file daily to MUNIS and reconciles cash activities daily in an outside MUNIS program. It was identified that there had been instances of data failures that might have failed to reduce the bank-cleared warrants from the general ledger warrants payable balance in the Treasury fund in prior years. It was also identified that another report in the MUNIS system had an additional report on outstanding checks, which is now being utilized. The Plumas County Auditor-Controller also identified an issue that occurred in prior fiscal years that resulted in warrants being cleared through the County's financial institute. However, they never cleared the County's financial system, MUNIS, resulting in cleared warrants being voided and re-issued.

In FY 21/22 cash variances were identified after initial fieldwork had begun. Changes to cash and investments had to be accrued back into period 13 of FY 21/22. Interest had to be apportioned to all the pooled participants and a new trial balance was needed to continue the audit.

The Auditor-Controller and Treasurer-Tax Collector worked with the contracted consulting firm to develop a new procedure to balance cash within the MUNIS system to tie to the bank accounts monthly. We have created new templates and Excel reports to utilize monthly going forward for cash reconciliation. The County is now caught up to December 2023. The two departments are working with each other through a shared site to upload bank statements and reconciliation information going forward. The Auditor-Controller will continue to identify past cash outage issues from the time of implementation to the MUNIS system in July 2019.

Anticipated Completion Date: Reconciling cash will be a monthly procedure and the Auditor-Controller anticipates the FY 23/24 will be completely reconciled by June 30, 2024. The Auditor-Controller anticipates full cooperation from both departments to ensure that this is done in a timely manner.

COUNTY OF PLUMAS
Management's Corrective Action Plan
For the Year Ended June 30, 2022

2022-003 Apportionment of Quarterly Investment Earnings (Material Weakness)

We recommend that all investment earnings be recorded in the apportionment fund and that investment earnings be apportioned each quarter.

Management's Response: The Treasurer-Tax Collector acknowledges that the interest earnings were not recorded into the apportionment fund in a timely manner. The lack of recording all interest earnings to the apportionment fund delayed the process. There were many factors that occurred during this time and created the delay in these recordings and apportionments. Since this time, new software and Excel spreadsheets have been created so the recording of these earnings can be made timely.

Responsible Individual: Julie A. White, Treasurer-Tax Collector

Corrective Action Plan: New Excel spreadsheets have been created, making the booking of interest earnings into the apportionment fund more efficient. These spreadsheets will be used until the new investment software, Sympro, is implemented. The implementation process is starting April 2024. The interest apportionments are up-to-date as of December 31, 2023.

Anticipated Completion Date: Interest apportionments and earnings are current.

2022-004 Financial Accruals in the Financial Statements (Significant Deficiency)

We recommend that subsequent deposits and expenditures be reviewed to determine if they should be accrued to the prior year.

Management's Response: The County concurs with the finding. The Auditor-Controller's office lost three key employees during the fiscal year, leaving new employees to maintain year-end procedures. During the cash and investment reconciliation process, multiple accruals were identified after the fieldwork had begun.

Responsible Individual: Martee Graham, Auditor-Controller

Corrective Action Plan: The Auditor-Controller has not implemented new procedures going forward for accruals and proper back-up for each deposit into the Treasury is required at the time of processing. The Auditor-Controller staff are having ongoing training in year-end procedures. The Auditor-Controller and staff will have clearer communication to verify all accruals have been made prior to when the audit fieldwork begins. Clear communication with County Departments and new fiscal employees on the procedures will be given at year-end. Designating one employee to maintain the accrual information and work with the Auditor-Controller to ensure all accruals are recorded accurately.

Anticipated Completion Date: We will have more formal communication with departments by June 30, 2024.

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Supplemental Schedules

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COUNTY OF PLUMAS
Supplemental Schedule
California Department of Aging (CDA)
For the Year Ended June 30, 2022

A reconciliation of accrual basis expenditures as reported on the Financial Closeout Report to cash basis expenditures confirmed as of June 30, 2022 follows:

Program		Assistance Listing Number	Total Expenditures	Accrual Adjustments	Confirmed Amount
IIIB	Transportation	93.044	$ 30,000	$ -	$ 30,000
IIIC-1	Congregate	93.045	85,565	-	85,565
IIIC-1	Congregate Nutrition Services Incentive Program	93.053	10,255	-	10,255
IIIC-2	Home Delivered Meals	93.045	48,016	-	48,016
IIIC-2	Home Delivered Meals FFCRA	93.045	25,168	-	25,168
IIIC-2	Home Delivered Meals CARES	93.045	9,000	-	9,000
IIIC-2	Home Delivered Meals, Nutrition Services Incentive	93.053	14,362	-	14,362
	Total Expenditures of CDA Federal Awards		$ 222,366	$ -	$ 222,366

The terms and conditions of contracts with CDA require agencies to display state-funded expenditures discretely along with the related federal expenditures. The following schedule is presented to comply with these requirements.

Assistance Listing Number	Federal Expenditures	State Expenditures
93.044	$ 30,000	$ -
93.045	167,749	148,611
93.053	24,617	-
Total	$ 222,366	$ 148,611

COUNTY OF PLUMAS
Supplemental Schedule
California Emergency Management Agency (CalEMA)
For the Year Ended June 30, 2022

The following schedule represents expenditures for U.S. Department of Justice grants passed through the State of California, Emergency Management Agency (CalEMA), as well as CalEMA funded grant expenditures for the year ended June 30, 2022. This information is included in the County's single audit report at the request of CalEMA.

	Expenditures Claimed			Share of Expenditures Current Year		
	For the Period Through June 30, 2021	For the Year Through June 30, 2022	Cumulative As of June 30, 2022	Federal Share	State Share	County Share
VW 2028 0320 - Victim Witness Assistance Program						
Personal services	$ 82,243	$ 58,274	$ 140,517	$ 58,274	$ -	$ -
Operating expenses	5,272	25,019	30,291	16,618	8,401	-
Equipment	-	-	-	-	-	-
Totals	$ 87,515	$ 83,293	$ 170,808	$ 74,892	$ 8,401	$ -
VW 2129 0320 - Victim Witness Assistance Program						
Personal services	$ -	$ 105,094	$ 105,094	$ 89,361	$ 15,733	$ -
Operating expenses	-	4,618	4,618	576	4,042	-
Equipment	-	-	-	-	-	-
Totals	$ -	$ 109,712	$ 109,712	$ 89,937	$ 19,775	$ -
XC 2002 0320 - County Victim Services Program						
Personal services	$ -	$ 30,144	$ 30,144	$ 30,144	$ -	$ -
Operating expenses	-	2,464	2,464	2,464	-	-
Equipment	-	-	-	-	-	-
Totals	$ -	$ 32,608	$ 32,608	$ 32,608	$ -	$ -
XC 2103 0320 - County Victim Services Program						
Personal services	$ 26,569	$ 23,387	$ 49,956	$ -	$ 23,387	$ -
Operating expenses	12,231	2,765	14,996	-	2,765	-
Equipment	-	-	-	-	-	-
Totals	$ 38,800	$ 26,152	$ 64,952	$ -	$ 26,152	$ -

INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT CALCULATION

To the Board of Supervisors
County of Plumas
Quincy, California

We have performed the procedures enumerated below, which were agreed to by the County of Plumas (County), related to the County's compliance with the requirements of Section 1.5 of Article XIIIB of the California Constitution, during the year ended June 30, 2022. The County's management is responsible for the compliance with those specified requirements.

The County has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of the compliance with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and associated findings are as follows:

1. We evaluated the accuracy of the computation and adequacy of the documentation. We obtained the completed worksheets, and compared the Limit and annual adjustment factors in those worksheets to the Limit and annual adjustment factors that were adopted by resolution of the County Board of Supervisors. We also evaluated the County's compliance with Government Code Section 37200.

   Finding: No exceptions were noted as a result of our procedures.

2. We determined compliance with the Appropriations Limit. We compared the proceeds of tax subject to the calculated Limit.

   Finding: The schedule of the proceeds of tax subject to the limit was not available.

3. We determined that the Appropriations Limit resulting from the completion of the various worksheets was adopted by the Board of Supervisors. The County adopted a revised Appropriations Limit amount on July 6, 2021.

   Finding: No exceptions were noted as a result of our procedures.

4. We compared the prior year Appropriations Limit presented in the current year Appropriations Limit calculation to the prior year Appropriations Limit adopted by the Board of Supervisors.

   Finding: No exceptions were noted as a result of our procedures.

950 THARP ROAD, SUITE 502 YUBA CITY, CA 95993 TEL: (530) 673-9790 FAX: (530) 673-1305 ACCOUNTING@SMITHANDNEWELL.COM

To the Board of Supervisors
County of Plumas
Quincy, California

We were engaged by the County of Plumas to perform his agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of the County of Plumas and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of management of the County of Plumas, the Board of Supervisors, and others within the County, and is not intended to be and should not be used by anyone other than these specified parties.

Smith & Newell CPAs
Yuba City, California
April 9, 2024

COUNTY OF PLUMAS
Appropriations Limit Worksheet
For the Year Ended June 30, 2022

Gann Limit for the fiscal year ended June 30, 2021		$ 37,812,987
Per capita personal income factor	1.0573	
Population change factor	0.9923	
Gann Limit Increase factor		1.0492
Gann Limit for the fiscal year ended June 30, 2022		$ 39,673,386

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COUNTY OF PLUMAS
Notes to Appropriations Limit Worksheet
For the Year Ended June 30, 2022

NOTE 1: PURPOSE OF LIMITED PROCEDURES REVIEW

Under Article XIIIB of the California Constitution (the Gann Spending Limitation Initiative), California governmental agencies are restricted as to the amount of annual appropriations from proceeds of taxes. Effective for years beginning on or after July 1, 1990, under Section 1.5 of Article XIIIB, the annual calculation of the appropriations limit is subject to a limited procedures review in connection with the annual audit.

NOTE 2: METHOD OF CALCULATION

Under Section 10.5 of Article XIIIB, for fiscal years beginning on or after July 1, 1990, the appropriations limit is required to be calculated based on the limit for the fiscal year 1986-1987, adjusted for the inflation and population factors discussed at Notes 3 and 4 below.

NOTE 3: PER CAPITA PERSONAL INCOME FACTOR

The per capita personal income factor was obtained by using the percentage factor from the State Department of Finance letter dated May 1, 2021. The CPI change was 5.73 percent. This percentage was converted to a ratio and for calculation purposes was 1.0573.

NOTE 4: POPULATION CHANGE FACTOR

There are three methods of calculating the change in population that a County may choose in determining the Gann Limit. 1) The change in population within its jurisdiction; 2) The change in population within its jurisdiction, combined with the changes in population within all counties having borders that are contiguous to that county; 3) The change in population within the incorporated portion of the county. The County may use either of these methods in any year.

The County has elected to use the change in population within its jurisdiction (1). Per the May 1, 2021 letter from the State Department of Finance the population change percentage was 0.10. This percentage change was converted to the ratio factor of 0.9923.

NOTE 5: OTHER ADJUSTMENTS

A California government agency may be required to adjust its Appropriations Limit when certain events occur, such as the transfer of responsibility for municipal services to, or from, another government agency or private entity. The County had no such adjustments for the year ended June 30, 2022.

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COUNTY OF PLUMAS, CALIFORNIA TREASURY OVERSIGHT EXAMINATION

INDEPENDENT ACCOUNTANT'S REPORT
FOR THE YEAR ENDED
JUNE 30, 2022

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COUNTY OF PLUMAS
Treasury Oversight Examination
For the Year Ended June 30, 2022

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INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the Board of Supervisors
County of Plumas
Quincy, California

We have examined the County of Plumas' compliance with the Treasury Oversight Committee provisions contained in Sections 27133-27136 of the California Government Code and the County Investment Policy for the year ended June 30, 2022. The County Treasury's management is responsible for the County's compliance with the specified requirements. Our responsibility is to express an opinion on the County's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the County Treasury management complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the County Treasury management complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

Our examination does not provide a legal determination on the County Treasury's compliance with specified requirements.

We did not audit, verify or confirm the existence of the investments as this was not within the scope of this engagement as is normally included as part of the County's annual financial audit. Rather, the sole purpose of this examination was to determine compliance with the requirements specified in the Government Code Sections and the County Investment Policy.

In our opinion, the County of Plumas complied, in all material respects, with the provision of Sections 27133-27136 of the California Government Code and the County Investment Policy for the year ended June 30, 2022.

This report is intended solely for the information and use of the Board of Supervisors and management of the County of Plumas and is not intended to be, and should not be, used by anyone other than these specified parties.

Smith & Newell CPAs
Yuba City, California
April 22, 2024

950 THARP ROAD, SUITE 502 YUBA CITY, CA 95993 TEL: (530) 673-9790 FAX: (530) 673-1305 ACCOUNTING@SMITHANDNEWELL.COM

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COUNTY OF PLUMAS
Treasury Oversight Examination
List of Officials
For the Year Ended June 30, 2022

Board of Supervisors

Dwight Ceresola	District I – Board of Supervisors
Kevin Goss	District II – Board of Supervisors
Sherrie Thrall	District III – Board of Supervisors
Greg Hagwood	District IV – Board of Supervisors
Jeff Engel	District V – Board of Supervisors

Elected Official

Julie A. White	Treasurer

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COUNTY OF PLUMAS
Treasury Oversight Examination
For the Year Ended June 30, 2022

1. Background and General

In 1995, the California legislature passed provisions requiring each county and city to establish an oversight Committee of from 3 to 11 members representing various organizations (The pool or organizations were also specified in the legislation). The purpose of this Committee was to oversee the policies that guide the investment of public funds. The Committee was not to impinge on the day-to-day operations of the County Treasurer, but rather to review and monitor the Treasurer's investment policy and reporting.

Certain statutory changes were enacted by the California legislature effective January 1, 2005. Government Code Section 27131 now makes the Treasury Oversight Committee optional, although the legislature encourages the continuation of the Oversight Committee.

2. Committee Formation and Operation

In January 1996 the Committee was established and continued in operation until February 6, 2007. The California Legislature enacted certain legislation which made the Treasury Oversight Committee optional and the County elected to discontinue operation of the Committee. Therefore, compliance with Government Code Sections 27131, 27132, and 27137 which apply to formation, organization, and operation of the Oversight Committee was not applicable.

3. Compliance with Government Code 27133

Government Code Section (GC) 27133 requires the County Treasurer to annually prepare an investment policy statement. The policy for this examination was effective for the fiscal year ended June 30, 2022 and was approved by the Board of Supervisors at their February 9, 2021 meeting.

We examined the requirements specified in Government Code 27133, items a-h, which describe the required contents of the investment policy. We noted the following:

Requirement	Compliant
In any county that establishes a county treasury oversight committee pursuant to this article, the county treasury shall annually prepare an investment policy that will be reviewed and monitored by the county treasury oversight committee. The investment policy shall include all of the following:	
(a) A list of securities or other instruments in which the county treasury may invest, according to law, including the maximum allowable percentage by type of security.	Yes
(b) The maximum term of any security purchased by the county treasury.	Yes
(c) The criteria for selecting security brokers and dealers from, to, or through whom the county treasury may purchase or sell securities or other instruments. The criteria shall prohibit the selection of any broker, brokerage, dealer, or securities firm that has, within any consecutive 48-month period following January 1, 1996, made a political contribution in an amount exceeding the limitations contained in Rule G-37 of the Municipal Securities Rulemaking Board, to the local treasurer, any member of the governing board of the local agency, or any candidate for those offices.	Yes

3. Compliance with Government Code 27133 (Continued)

Requirement	Compliant
(d) Limits on the receipt of honoraria, gifts, and gratuities from advisors, brokers, dealers, bankers, or other persons with whom the county treasury conducts business by any member of the county treasury oversight committee. These limits may be in addition to the limits set by a committee member's own agency, by state law, or by the Fair Political Practices Commission.	Yes
(e) A requirement that the county treasurer provide the county treasury oversight committee with an investment report as required by the board of supervisors.	N/A
(f) The manner of calculating and apportioning the costs, authorized by Section 27013, of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds.	Yes
(g) The terms and conditions under which local agencies and other entities that are not required to deposit their funds in the county treasury may deposit funds for investment purposes.	Yes
(h) Criteria for considering requests to withdraw funds from the county treasury, pursuant to Section 27136. The criteria shall include an assessment of the effect of a proposed withdrawal on the stability and predictability of the investments in the county treasury.	Yes

4. Compliance with Government Code 27134

We examined the requirements specified in Government Code 27134. We noted the following:

Requirement	Compliant
The county treasury oversight committee shall cause an annual audit to be conducted to determine the county treasury's compliance with this article. The audit may include issues relating to the structure of the investment portfolio and risk.	Yes

5. Compliance with Government Code 27135

We examined the requirements specified in Government Code 27135. We noted the following:

Requirement	Compliant
The costs of complying with this article shall be county charges and may be included with those charges enumerated under Section 27013.	Yes

6. Compliance with Government Code 27136

We examined the requirements specified in Government Code 27136. We noted the following:

Requirement	Compliant
(a) Notwithstanding any other provision of law, any local agency, public agency, public entity, or public official that has funds on deposit in the county treasury pool and that seeks to withdraw funds for the purpose of investing or depositing those funds outside the county treasury pool, shall first submit the request for withdrawal to the county treasurer before withdrawing funds from the county treasury pool.	Yes
(b) The county treasurer shall evaluate each proposed withdrawal for its consistency with the criteria adopted pursuant to subdivision (h) of Section 27133. Prior to approving a withdrawal, the county treasurer shall find that the proposed withdrawal will not adversely affect the interests of the other depositors in the county treasury pool.	Yes

7. Compliance with County Investment Policy

Investments and Investing - We examined the County's investments and investing to verify compliance with the County investment policy which requires that all investments and investing shall comply with California Government Code 27000 et seq. and 53600 et seq., as well as any forthcoming amendments or additions to the code relating to the investment of local agency funds.

Reporting - We examined the Treasurer's monthly reports which are submitted to the Board of Supervisors to verify that they contained the information specified in the County investment policy. We noted that the monthly investment reports were not submitted for all months to the Board of Supervisors within 30 days following the end of each month.

Safekeeping - We examined the Safekeeping arrangements of the Treasurer to verify compliance with information specified in the County investment policy. Safekeeping arrangements appear to be in compliance with the County investment policy.

Investments - We examined the Safekeeping statements to verify that the maximum concentration percentages by category of investment did not exceed the allowable percentages specified in the County investment policy. We also examined the Safekeeping statements to verify that maximums for single issuers and maximum term limits were not exceeded at year end. Investment concentrations were in compliance with the County investment policy. We also noted that there were investments listed on the Treasurer's report that had been sold, and investments that were purchased, and held in Safekeeping were not recorded on the Treasurer's report.

Interest Apportionment and Administrative Fee - We examined the interest apportionment to verify compliance with the County investment policy. The policy states that the County Treasurer will establish investment procedures for the operation of the County's investment program. Whenever practical, cash will be consolidated into one bank account and invested on a pooled concept basis. Interest earnings shall be allocated according to fund cash and investment balances on a quarterly basis. Calculations for the Treasurer's administrative fee for costs of investing, depositing, banking, auditing, reporting, or otherwise handling or managing funds, as authorized in Section 27013 of the Government Code, are based upon actual costs and are subtracted from interest earnings on a quarterly basis prior to distribution of interest earnings to all funds. The administrative fee charged during fiscal year 2019/2020 was overstated by $39,481 and was adjusted during the fiscal year 2021/2022.

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COUNTY OF PLUMAS
Treasury Oversight Examination
Schedule of Findings and Recommendations
For the Year Ended June 30, 2022

2022-001 Investment Reporting

We noted that the monthly investment reports for all months of the fiscal year ending June 30, 2022 were not submitted to the Board of Supervisors within 30 days following the end of each month. This is a repeat of prior year finding 2021-001.

Recommendation

We recommend that all monthly investment reports be submitted to the Board of Supervisors within 30 days following the end of each month.

2022-002 Administrative Fee

We noted that the administrative fee charged with the quarterly interest apportionments required an adjustment for an overstatement of $39,481 from fiscal year 2019/2020 and was adjusted during 2021/2022. We also noted that there was approximately $1,837 that had not been included in the administrative fee during 2021/2022. In addition, we noted that a portion of the administrative fee for the quarter ending December 31, 2021, was not charged against the December quarter earnings until a later quarter.

Recommendation

We recommend that the calculation of the administrative fee be reviewed for accuracy and that any adjustments be made in subsequent apportionments.

2022-003 Interest Apportionment

We noted that interest earned during each quarter was apportioned in two separate apportionments each quarter. One apportionment was subsequent to the respective quarter and a subsequent apportionment after the fiscal year end. Due to cash and investments not being reconciled timely, multiple interest apportionments each quarter were necessary to apportion all interest earnings. In addition, quarterly interest apportionments were not timely.

Recommendation

We recommend that interest apportionments be reported timely in accordance with the County Investment policy.

COUNTY OF PLUMAS
Treasury Oversight Examination
Schedule of Prior Year Findings and Recommendations
For the Year Ended June 30, 2022

Reference	Status of Prior Year Examination Findings
2021-001	**Investment Reporting**
	Recommendation
	We recommend that the monthly investment reports be submitted to the Board of Supervisors within 30 days following the end of the month.
	Status
	Not Implemented
2021-002	**Administrative Fee**
	Recommendation
	We recommend that the calculation of the administrative fee be reviewed for accuracy and that the overstatement during 2019/2020 be adjusted in subsequent apportionments.
	Status
	Partially Implemented

COUNTY OF PLUMAS
Treasury Oversight Examination
Management's Corrective Action Plan
For the Year Ended June 30, 2022

Finding 2022-001 Investment Reporting

We recommend that all monthly investment reports be submitted to the Board of Supervisors within 30 days following the end of each month.

Management's Response: The Treasury Oversight concurs with the finding.

Responsible Individual: Julie A. White, Treasurer-Tax Collector

Corrective Action Plan: We are implementing new investment software for efficiency and timely reporting.

Anticipated Completion Date: Starting the implementation in May, 2024.

Finding 2022-002 Administrative Fee

We recommend that the calculation of the administrative fee be reviewed for accuracy and that any adjustments be made in subsequent apportionments.

Management's Response: The Treasury Oversight concurs with the finding.

Responsible Individual: Julie A. White, Treasurer-Tax Collector

Corrective Action Plan: We will review all calculations after the admin fee is calculated.

Anticipated Completion Date: Implemented

Finding 2022-003 Interest Apportionment

We recommend that interest apportionments be reported timely in accordance with the County Investment policy.

Management's Response: The Treasury Oversight concurs with the finding.

Responsible Individual: Julie A. White, Treasurer-Tax Collector

Corrective Action Plan: The interest apportionments fell behind during catastrophic events. There have been new spreadsheets created to calculate the interest more efficiently.

Anticipated Completion Date: Implemented

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PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.

Background and Discussion:

Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.

Fiscal Impact:

(General Fund Impact) approved in the FY24/25 budget.

Attachments:

1. 24-265 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Office of the Auditor** (hereinafter referred to as "County"), and Smith & Newell, Certified Public Accountants (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed seventy-seven thousand six-hundred and 00/100 Dollars ($77,600.00).

3. Term. The term of this agreement shall be from May 7, 2024, through May 6, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Professional Services Contract. Contractor represents and warrants that Contractor customarily and regularly exercises discretion and independent judgment in the performance of the services, and that those services fall within those stated in California Labor Code section 2778. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Auditor/Controller
County of Plumas
520 Main Street, Room 205
Quincy, CA 95971
Attention: Martee Graham

Contractor:

Smith & Newell, CPAs
950 Tharp Road, Suite 502
Yuba City, CA 95993
Attention: Norman Newell, CPA

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

Smith & Newell, CPAs, a general partnership

By:_____
Name: Norman Newell, CPA
Title: Managing Partner
Date signed:

COUNTY:
County of Plumas, a political subdivision of the State of California

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

CONTRACTOR shall audit the fiscal records of the County of Plumas for the fiscal year ending June 30, 2023, in accordance with the duties imposed upon contractor as outlined in Exhibit B (attached). Contractor will ensure compliance with all applicable standards as appropriate for professional auditing services.

EXHIBIT B

Fee Schedule

COUNTY shall pay CONTRACTOR for services described herein a sum not to exceed the following:

REQUIRED AUDIT SERVICES	2023 MAXIMUM FEE
County-Wide Audit	$51,500
Compilation of Financial Statements	$4,000
Single Audit (Includes 4 programs) *	$10,500
Compliance Report on Treasury Investments	$2,600
Cash Procedure/Control Audit of Departments	$4,000
Additional Work (if required)	$5,000
Total Maximum Fee	**$77,600**

*Additional programs will be billed at $2,000 each.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Behavioral Health**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action.**

Recommendation:

Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered the department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action.

Background and Discussion:

Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96. Department Services Technician delivered the department's 2016 Ford Explorer to the Ford dealership for recall repairs. While completing the recall work, other major mechanical issues were discovered; front and rear brakes, wheel hub, oil leak with large amounts of oil on the underside and front of the engine, and the front timing cover seal was leaking from both sides. We do not have a contract with Susanville Motors as we only utilize them for warranty work that is typically at no cost. The additional repairs are an anomaly and were approved without consulting with the Behavioral Health Management Analyst to ensure that we had an executed contract.

Susanville Motors is holding the vehicle until payment has been received.

Action:

Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered the department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action.

Fiscal Impact:

A combination of federal and state funds will cover this expense.

Attachments:

1. 648509 PLUMAS CO CUSTOMER COPY

CUSTOMER #: 1104602

648509

INVOICE

DUPLICATE 2
PAGE 1

704-550 RICHMOND ROAD
SUSANVILLE, CA 96130
Phone (530) 257-5092
Fax (530) 257-7978
www.susanvilleautocenter.com

PLUMAS COUNTY MENTAL
270 COUNTY HOSPITAL RD
QUINCY, CA 95971-9180
HOME:530-283-6307 CONT:530-283-6307
BUS: CELL:775-276-9326

SERVICE ADVISOR: 3385 JERRAD LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
CARIBOU	16	FORD EXPLORER	1FM5K8DH9GGB53097		64398/64461	T4758

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12APR16 IS 12APR16 DD			17:30 13MAR24		0.00	CC	28MAR24

R.O. OPENED	READY	OPTIONS:
10:04 07MAR24	08:06 28MAR24	DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A REAR SUSPENSION TOE LINK REPLACEMENT			
CAUSE: .			
19S17 REAR SUSPENSION TOE LINK REPLACEMENT			
99 WF			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
99			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
6 REFER TO LINE C FOR RECALL BEING COMPLETED.			
**********			
B ROOF RACK TRIM DETACHMENT			
CAUSE: .			
21S22 ROOF RACK TRIM DETACHMENT			
3358 WF			(N/C)
8 *W709002*SS3GA RETAINER - BODY SIDE TRIM			(N/C)
FC: PART#: COUNT:			
CLAIM TYPE:			
AUTH CODE:			
3358			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
64398 0.50 3358 PERFORMED RECALL 21S22. INSPECTED ROOF RACK TRIM AND FOUND THAT EVERYTHING IS AS IT SHOULD BE AND CLIPS ARE STILL INTACT. WENT AHEAD AND DRILLED HOLES IN THE SPECIFIED AREAS AND ADDED THE SUPPLIED PUSH PINS. VERIFIED THAT ROOF RACK TRIM IS SECURE AS IT SHOULD BE AT THIS TIME.			
**********			
C REAR TOE LINK REPLACEMENT			
CAUSE: .			
21R01 REAR TOE LINK REPLACEMENT			
3358 WF			(N/C)
3309 WF			(N/C)
1 DB5Z*5A972*U LINK			(N/C)
FC: PART#: COUNT:			

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
$	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate $	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

I acknowledge notice and oral approval of an increase in the original estimated price.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

* **HAZARDOUS WASTE DISPOSAL COSTS:** We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
☐ **Some Parts Not Returnable**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP

ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER. IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A charge may be assessed to cover costs associated with the handling, management and disposal of toxic waste or hazardous substances under California and Federal Law.

Lead-Acid Battery Fee: This dealer is required by law to charge a nonrefundable $1 California battery fee and a refundable deposit for each lead-acid battery purchased. A credit of the same amount as the refundable deposit will be issued if a used lead-acid battery is returned at the time of purchase or up to 45 days later along with this dealer's receipt.

TO OUR SERVICE CUSTOMERS:

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs.
2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate.
3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the Dealership.
4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership's control.
6. Due to the type of service requested some repairs must be sublet.
7. All labor and materials will be paid for in cash or approved credit card unless the Dealership agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof.
8. If the vehicle described herein is not called for within three (3) days after such notice is given, a daily storage fee will be charged.
9. The Dealership is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
10. In addition to any and all other legal remedies available. I authorize the Dealership to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles. **Said expenses for sale shall also include reasonable attorney's fees, which may be necessarily incurred.**
11. If any such charges remain unpaid for thirty (30) days after such request for payment, the Dealership may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.
12. The Power-of-Attorney granted on the front of this Repair Order/Invoice shall be irrevocable and shall remain in effect for so long as there is an outstanding amount due under this Repair Order/Invoice.
13. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.
14. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area, and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to *www.P65Warnings.ca.gov/passenger-vehicle.*

⚠ **WARNING:** Breathing the air in a vehicle repair facility or skin contact with petroleum products can expose you to chemicals including benzene, motor vehicle exhaust, and carbon monoxide, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in an area where vehicles are repaired or serviced longer than necessary. For more information go to *www.P65Warnings.ca.gov/vehicle-repair* .

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS:

If after January 1, 1995, your vehicle fails Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels.
If your vehicle is not under warranty and you have spent more than $450 for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a onetime waiver.
Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;
Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;
Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.
Two consecutive repair waivers will not be issued after January 1, 1995.
Vehicles that have failed the visible smoke test, unless Motorist meets certain household income requirements.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to $2500 per day of subject violation. Also, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.
BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER #: 1104602

648509

INVOICE

DUPLICATE 2
PAGE 2

704-550 RICHMOND ROAD
SUSANVILLE, CA 96130
Phone (530) 257-5092
Fax (530) 257-7978
www.susanvilleautocenter.com

PLUMAS COUNTY MENTAL
270 COUNTY HOSPITAL RD
QUINCY, CA 95971-9180
HOME:530-283-6307 CONT:530-283-6307
BUS: CELL:775-276-9326

SERVICE ADVISOR: 3385 JERRAD LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
CARIBOU	16	FORD EXPLORER	1FM5K8DH9GGB53097		64398/64461	T4758

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12APR16 IS 12APR16 DD			17:30 13MAR24		0.00	CC	28MAR24

R.O. OPENED	READY	OPTIONS:
10:04 07MAR24	08:06 28MAR24	DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

CLAIM TYPE:
AUTH CODE:
3358

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

64398 1.00 3358 REPLACED REAR TOE LINKS. VERIFIED THAT NEW TOE LINKS ARE INSTALLED CORRECTLY AS PER WORKSHOP MANUAL. (.4) STILL WAITING ON ALIGNMENT RACK TO BE WORKING AGAIN TO PERFORM ALIGNMENT. tech# 3309 performed a rear toe check/ adjusted rear toe to spec. test drove the vehicle and it drove as it should. .6 hours to check/ adjust rear toe.

****

D EXTERIOR A PILLAR APPLIQUE INSPECTION
CAUSE: NO WORK PERFORMED.
NWP NO WORK PERFORMED - - -
99 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
99

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00

6 ADVANCE NOTICE NO FIX FOR RECALL YET.

****

E PERFORM COMPLIMENTARY MULTI-POINT INSPECTION, AIR & CABIN FILTER INSPECTION AT NO CHARGE, CHECK ALL FLUID LEVELS. CHECK TIRE PRESSURE and SET TO FACTORY SPECS(PER REGULATION 95550)
99P PERFORM COMPLIMENTARY MULTI-POINT INSPECTION, AIR & CABIN FILTER INSPECTION AT NO CHARGE, CHECK ALL FLUID LEVELS. CHECK TIRE PRESSURE and SET TO FACTORY SPECS(PER REGULATION 95550)
3358 ISPF (N/C)
GTIRE GREEN - TIRES ALL OK - - -
3358 ISPF (N/C)
YBATT YELLOW - BATTERY MARGINAL - - -

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
$	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate $	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

I acknowledge notice and oral approval of an increase in the original estimated price.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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☐ **Some Parts Not Returnable**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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TO OUR SERVICE CUSTOMERS:

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs.
2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate.
3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the Dealership.
4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership's control.
6. Due to the type of service requested some repairs must be sublet.
7. All labor and materials will be paid for in cash or approved credit card unless the Dealership agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof.
8. If the vehicle described herein is not called for within three (3) days after such notice is given, a daily storage fee will be charged.
9. The Dealership is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
10. In addition to any and all other legal remedies available. I authorize the Dealership to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles. **Said expenses for sale shall also include reasonable attorney's fees, which may be necessarily incurred.**
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13. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.
14. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

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Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.
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Vehicles that have failed the visible smoke test, unless Motorist meets certain household income requirements.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to $2500 per day of subject violation. Also, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.
BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER #: 1104602

648509

INVOICE

DUPLICATE 2
PAGE 3

704-550 RICHMOND ROAD
SUSANVILLE, CA 96130
Phone (530) 257-5092
Fax (530) 257-7978
www.susanvilleautocenter.com

PLUMAS COUNTY MENTAL
270 COUNTY HOSPITAL RD
QUINCY, CA 95971-9180
HOME:530-283-6307 CONT:530-283-6307
BUS: CELL:775-276-9326

SERVICE ADVISOR: 3385 JERRAD LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
CARIBOU	16	FORD EXPLORER	1FM5K8DH9GGB53097		64398/64461	T4758

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12APR16 IS 12APR16 DD			17:30 13MAR24		0.00	CC	28MAR24

R.O. OPENED	READY	OPTIONS:
10:04 07MAR24	08:06 28MAR24	DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
3358 ISPF			(N/C)
YBK BRAKES ARE MARGINAL.			
3358 ISPF			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
**********			
F** PERFORM OIL LEAK DIAG			
CAUSE: LARGE AMOUNTS OF OIL ALL OVER UNDERSIDE AND FRONT OF ENGINE.			
CANT QUITE PIN POINT A SOURCE OF OIL FROM JUST LOOKING AT IT.			
MISC PERFORM OIL LEAK DIAG			
3255 CF	174.95	174.95	
1 *OSP* DYE	14.99	14.99	14.99
PARTS: 14.99 LABOR: 174.95 OTHER: 0.00 TOTAL LINE F:			189.94
64398 1.00 inspected the engine bay for leaks and found the front timing cover seal is leaking from both sides and the oil seperator is leaking as well, recommend replace oil seperator and gasket and reseal front timing cover. REFER TO LINES L AND M.			
**********			
G** REPLACE ENGINE AIR FILTER			
CAUSE: DIRTY			
MISC REPLACE ENGINE AIR FILTER			
3255 CF	0.00	0.00	
1 FA*1884* ELEMENT ASY - AIR CLEANER	49.99	49.99	49.99
PARTS: 49.99 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G:			49.99
64398 0.00 replaced air filter			
**********			
H** REPLACE BATTERY			
CAUSE: BATTERY FAILED LOAD TEST AND IS ONLY PUTTING OUT 381CCA/650CCA			
MISC REPLACE BATTERY			
3255 CF	49.99	49.99	
1 BXT*65*850 BATTERY	287.92	287.92	287.92
1 BTAX BATTERY TAX	2.00	2.00	2.00
PARTS: 287.92 LABOR: 49.99 OTHER: 2.00 TOTAL LINE H:			339.91
64398 0.30 replaced battery			
**********			

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
$	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate $	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

I acknowledge notice and oral approval of an increase in the original estimated price.
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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

* **HAZARDOUS WASTE DISPOSAL COSTS:** We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
☐ **Some Parts Not Returnable**

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

DealerCAP 2014 CDK Global, LLC (01/19) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - CALIFORNIA - 969802

CUSTOMER COPY

B.A.R. REG.# ARD00289835 EPA# CAL000350107

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP

ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER. IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A charge may be assessed to cover costs associated with the handling, management and disposal of toxic waste or hazardous substances under California and Federal Law.

Lead-Acid Battery Fee: This dealer is required by law to charge a nonrefundable $1 California battery fee and a refundable deposit for each lead-acid battery purchased. A credit of the same amount as the refundable deposit will be issued if a used lead-acid battery is returned at the time of purchase or up to 45 days later along with this dealer's receipt.

TO OUR SERVICE CUSTOMERS:

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs.
2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate.
3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the Dealership.
4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership's control.
6. Due to the type of service requested some repairs must be sublet.
7. All labor and materials will be paid for in cash or approved credit card unless the Dealership agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof.
8. If the vehicle described herein is not called for within three (3) days after such notice is given, a daily storage fee will be charged.
9. The Dealership is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
10. In addition to any and all other legal remedies available. I authorize the Dealership to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles. **Said expenses for sale shall also include reasonable attorney's fees, which may be necessarily incurred.**
11. If any such charges remain unpaid for thirty (30) days after such request for payment, the Dealership may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.
12. The Power-of-Attorney granted on the front of this Repair Order/Invoice shall be irrevocable and shall remain in effect for so long as there is an outstanding amount due under this Repair Order/Invoice.
13. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.
14. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

STATEMENT CONCERNING AMENDMENTS TO THE SONG-BEVERLY WARRANTY ACT AS FOLLOWS:

"A buyer of this product in California has the right to have this product serviced or repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. This time extension does not affect the protections or remedies the buyer has under other laws."

⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area, and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to *www.P65Warnings.ca.gov/passenger-vehicle.*

⚠ **WARNING:** Breathing the air in a vehicle repair facility or skin contact with petroleum products can expose you to chemicals including benzene, motor vehicle exhaust, and carbon monoxide, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in an area where vehicles are repaired or serviced longer than necessary. For more information go to *www.P65Warnings.ca.gov/vehicle-repair* .

State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS:

If after January 1, 1995, your vehicle fails Smog Check, federal law requires you to make necessary repairs to reduce your vehicle's emissions to required levels.
If your vehicle is not under warranty and you have spent more than $450 for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a onetime waiver.
Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;
Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;
Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.
Two consecutive repair waivers will not be issued after January 1, 1995.
Vehicles that have failed the visible smoke test, unless Motorist meets certain household income requirements.

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R.O. OPENED	READY	OPTIONS:
10:04 07MAR24	08:06 28MAR24	DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG

LINE OPCODE TECH TYPE HOURS		LIST	NET	TOTAL
I** REPLACE FRONT PADS AND ROTORS				
CAUSE: PADS AT LESS THAN HALF PAD LIFE LEFT. AND ROTORS ARE HEAVILY GROOVED				
MISC REPLACE FRONT PADS AND ROTORS				
3255 CF			249.99	249.99
1 BRAKEKIT BRAKES AND ROTORS		269.99	269.99	269.99
PARTS: 269.99 LABOR: 249.99 OTHER: 0.00		TOTAL LINE I:		519.98
64398 1.50 removed and replaced the front brake pads and rotors				
**********				
J** REPLACE REAR PADS AND ROTORS				
CAUSE: REAR PADS AT LESS THAN HALF PAD LIFE				
MISC REPLACE REAR PADS AND ROTORS				
3255 CF			249.99	249.99
1 BRAKEKIT BRAKES AND ROTORS		269.99	269.99	269.99
PARTS: 269.99 LABOR: 249.99 OTHER: 0.00		TOTAL LINE J:		519.98
64398 1.50 removed and replaced front brake pads and rotors				
**********				
K** right front wheel hub				
CAUSE: squeaks when turning left				
MISC right front wheel hub				
3373 CF			227.44	227.44
1 BB5Z*1104*A HUB ASY - WHEEL		341.25	341.25	341.25
4 *W714516*S439 BOLT		9.90	9.90	39.60
1 *W712435*S439 NUT		17.40	17.40	17.40
2 *W716843*S439 BOLT AND WASHER ASY - HEX.HEAD		19.95	19.95	39.90
1 *W708733*S439 BOLT		14.18	14.18	14.18
1 XL*2* LUBRICANT - UNIVERSAL ANTI-SEI		8.78	8.78	8.78
PARTS: 461.11 LABOR: 227.44 OTHER: 0.00		TOTAL LINE K:		688.55
6 right front wheel hub replaced				
**********				
L** oil seperator and gaskets				
CAUSE: REFER TO LINE F				
MISC oil seperator and gaskets				
3373 CF			279.92	279.92

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
$	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate $	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
CARIBOU	16	FORD EXPLORER	1FM5K8DH9GGB53097		64398/64461	T4758

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12APR16 IS 12APR16 DD			17:30 13MAR24		0.00	CC	28MAR24

R.O. OPENED	READY	OPTIONS: DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG
10:04 07MAR24	08:06 28MAR24	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
1	G1FZ*6A785*A				SEPARATOR ASY - OIL	79.05	79.05	79.05

PARTS: 79.05 LABOR: 279.92 OTHER: 0.00 TOTAL LINE L: 358.97

64398 oil seperator and gaskets repaced

****

M** front timing gover reseal
CAUSE: REFER TO LINE F
MISC front timing gover reseal

	3373		CF				1312.13	1312.13
1	CM5Z*6700*E				SEAL ASY - CRANKSHAFT OIL - FR	27.38	27.38	27.38
1	1S7Z*6A340*AA				BOLT	42.12	42.12	42.12
3	*W712507*S439				BOLT	5.39	5.39	16.17
1	FL*910S*				KIT - ELEMENT & GASKET - OIL F	17.97	17.97	17.97
1	BB5Z*6584*A				GASKET	59.10	59.10	59.10
4	*W520214*S442				NUT - HEX.	3.75	3.75	15.00
1	TA*357*				SEALANT - SILICONE	81.60	81.60	81.60
1	ZC*20*				SHAMPOO - ENGINE	15.53	15.53	15.53
1	ZC*30*A				REMOVER - SILICONE	25.40	25.40	25.40
6	5W30BLK				BULK 5W30 OIL	6.54	0.00	0.00
1	TA*16*				ADHESIVE	17.67	17.67	17.67
1	ZC*31*B				CLEANER - METAL SURFACE	14.49	14.49	14.49
1	XG*3*A				LUBRICANT - UNIVERSAL ANTI-SEI	33.04	33.04	33.04
4	CJ5Z*9439*A				GASKET - INTAKE MANIFOLD	9.01	9.01	36.04

PARTS: 401.51 LABOR: 1312.13 OTHER: 0.00 TOTAL LINE M: 1713.64

64398
3373 FLAGGED 2.0 3/22
3373 FLAGGED 4.0 3/25
3373 FLAGGED 1.5 3/26
timing cover removed and resdealed after sealing cover installed parts and filled engine with oil and changed filter, reset kam and conducted misfire monitor neutral profile correction, cleared codes and took vehicle for test drive rec 50mile test drive and recheck

****

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
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☐ **Some Parts Not Returnable**

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LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
WASTE DISPOSAL COSTS *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK.

DealerCAP 2014 CDK Global, LLC (01/19) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - CALIFORNIA - 969802

CUSTOMER COPY

B.A.R. REG.# ARD00289835 EPA# CAL000350107

ALL PARTS AND SERVICE PROVIDED AS IS BY DEALERSHIP

ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS AND SERVICES ARE PROVIDED BY OUR DEALERSHIP AS IS. OUR DEALERSHIP DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE SALE OF PARTS AND ACCESSORIES AND/OR SERVICES AND REPAIRS PERFORMED BY OUR DEALERSHIP. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE AND PARTS AND ACCESSORIES IS WITH THE CUSTOMER AND, IF APPLICABLE, THE MANUFACTURER. IF THE VEHICLE OR ANY INSTALLED PARTS OR ACCESSORIES SHOULD PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, THE CUSTOMER AND POSSIBLY THE MANUFACTURER AND NOT THE DEALERSHIP ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING OR REPAIR. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

HAZARDOUS WASTE DISPOSAL COSTS: A charge may be assessed to cover costs associated with the handling, management and disposal of toxic waste or hazardous substances under California and Federal Law.

Lead-Acid Battery Fee: This dealer is required by law to charge a nonrefundable $1 California battery fee and a refundable deposit for each lead-acid battery purchased. A credit of the same amount as the refundable deposit will be issued if a used lead-acid battery is returned at the time of purchase or up to 45 days later along with this dealer's receipt.

TO OUR SERVICE CUSTOMERS:

1. Our Dealership's usual charges for labor are not based on actual mechanic's time, but are simply our prices for particular jobs.
2. You will be charged no more than the estimated price approved by you. However, if we discover that different or additional repairs are necessary, you will be contacted for your advance approval of a revised estimate.
3. Customer is hereby notified that the vehicle and any of its contents are not insured or protected to the amount of the actual cash value thereof, or otherwise, against loss occasioned by theft, fire or vandalism while the property remains with the Dealership.
4. Customer states no articles of personal property have been left in the vehicle and dealer is not responsible for inspection thereof.
5. The repair of this vehicle and completion date are subject to the availability of labor and parts. The Dealership is not responsible for unavailability of parts or delays in parts shipment beyond the Dealership's control.
6. Due to the type of service requested some repairs must be sublet.
7. All labor and materials will be paid for in cash or approved credit card unless the Dealership agrees to other payment arrangements in advance. Notice as used under PAYMENT TERMS on the front side hereof will be deemed to have been given upon deposit in the United States mail, postage prepaid, of written notification to that effect addressed to the customer at the address given on the front side hereof.
8. If the vehicle described herein is not called for within three (3) days after such notice is given, a daily storage fee will be charged.
9. The Dealership is authorized to deliver the vehicle described herein or any of its contents to any person presenting this receipt.
10. In addition to any and all other legal remedies available. I authorize the Dealership to have a lien on the vehicle described herein for all charges for repairs, including labor and parts, storage and/or towing, and to enforce such lien. The Dealership is hereby expressly authorized to sell said vehicle at public auction after giving a twenty (20) day written notice by certified mail to the legal owner, registered owner, and Department of Motor Vehicles of intent to do so. On the sale date, the vehicle shall be sold to the highest cash bidder and the proceeds of sale must be used first to satisfy the lien plus storage costs and costs incident to sale, and the balance shall be forwarded to the legal owner, or if none, to the registered owner, or if the address is unknown, it shall be forwarded to the Department of Motor Vehicles. **Said expenses for sale shall also include reasonable attorney's fees, which may be necessarily incurred.**
11. If any such charges remain unpaid for thirty (30) days after such request for payment, the Dealership may also refer such charges to its attorneys for collection and the customer will pay a reasonable attorney's fee.
12. The Power-of-Attorney granted on the front of this Repair Order/Invoice shall be irrevocable and shall remain in effect for so long as there is an outstanding amount due under this Repair Order/Invoice.
13. Remanufactured and refurbished parts that meet manufacturer approved source part requirements may be installed at our discretion. Additional information is available upon request.
14. I authorize the retrieval of on-board data as needed to facilitate vehicle repair, as well as sharing that data with the vehicle manufacturer for diagnostic and research purposes.

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⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area, and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to *www.P65Warnings.ca.gov/passenger-vehicle.*

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State of California - Department of Consumer Affairs: NOTICE TO MOTORISTS:

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If your vehicle is not under warranty and you have spent more than $450 for appropriate emissions-related repairs at a licensed Smog Check repair facility, you may be eligible for a onetime waiver.
Repair waivers will NOT be issued for: Vehicles with missing, modified or disconnected emissions control equipment, regardless of the costs to make repairs;
Vehicles identified as "Gross Polluters" - vehicles which have much higher emissions than properly maintained vehicles in their class;
Vehicles that obtained a repair waiver after January 1, 1995, in their most recent biennial inspection or transfer of ownership.
Two consecutive repair waivers will not be issued after January 1, 1995.
Vehicles that have failed the visible smoke test, unless Motorist meets certain household income requirements.

If you obtain a smog certificate by means of fraud, you may be subject to a civil penalty of up to $2500 per day of subject violation. Also, you may be subject to criminal prosecution. For further information, call the Department of Consumer Affairs toll-free at 1-800-952-5210.
BY LAW, YOU MAY CHOOSE ANOTHER LICENSED SMOG CHECK FACILITY TO PERFORM ANY NEEDED REPAIRS OR ADJUSTMENTS WHICH THE SMOG CHECK TEST INDICATES ARE NECESSARY.

CUSTOMER #: 1104602

648509

INVOICE

DUPLICATE 2
PAGE 6

704-550 RICHMOND ROAD
SUSANVILLE, CA 96130
Phone (530) 257-5092
Fax (530) 257-7978
www.susanvilleautocenter.com

PLUMAS COUNTY MENTAL
270 COUNTY HOSPITAL RD
QUINCY, CA 95971-9180
HOME:530-283-6307 CONT:530-283-6307
BUS: CELL:775-276-9326

SERVICE ADVISOR: 3385 JERRAD LOPEZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
CARIBOU	16	FORD EXPLORER	1FM5K8DH9GGB53097		64398/64461	T4758

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
12APR16 IS 12APR16 DD			17:30 13MAR24		0.00	CC	28MAR24

R.O. OPENED	READY	OPTIONS:
10:04 07MAR24	08:06 28MAR24	DLR:08546 ENG:2.3L_I4_ECOBOOST_ENG

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

****

PREVIOUS ESTIMATE: 1,647.15 NEW ESTIMATE: 4,408.31 ADDITIONAL COST: 2,761.16
13MAR24 818:0 SA: 3385
CONTACT: LANDEN (775) 276-9326 PHONE
MIS*right front wheel hub*.....*68855|MISC*

****

****

PREVIOUS ESTIMATE: 0.00 NEW ESTIMATE: 1,647.15 ADDITIONAL COST: 1,647.15
11MAR24 1138: SA: 3385
CONTACT: PLUMAS MENTAL HEALTH (530) 283-6307 PHONE
MIS*PERFORM OIL LEAK DIAG *.....*18994|MISC*

****

****

ESTIMATE: 0.00 07MAR24 10:04 SA: 3385

****

TOE LINK ON FELIX SHELF

THANK YOU FOR CHOOSING SUSANVILLE FORD DODGE CHRYSLER JEEP RAM. WE APPRECIATE YOUR BUSINES S AND STRIVE TO PROVIDE EXCEPTIONAL SERVICE. IF YOU HAVE ANY CONCERNS ABOUT YOUR VISIT PLE ASE FEEL FREE TO CONTACT LAURIE JOHNSON, SERV MANAGER, AT 530-257-5092 EXT 521.

133.00

Original Estimate (Parts & Labor)	Total Additional Cost Authorized	Approved By:	Date & Time	Authorization Obtained By:
$	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)
Revised Estimate $	$			☐ In Person Approval ☐ Telephone ☐ Text ☐ Email/Fax (See Attached)

I acknowledge notice and oral approval of an increase in the original estimated price.
By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you.

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

* **HAZARDOUS WASTE DISPOSAL COSTS:** We have added this charge to cover costs associated with the handling, management and disposal of toxic wastes or hazardous substances under California and Federal Law.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.
☐ **Some Parts Not Returnable**

DESCRIPTION	TOTALS
LABOR AMOUNT	2544.41
PARTS AMOUNT	1834.55
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
WASTE DISPOSAL COSTS *	2.00
TOTAL CHARGES	4380.96
LESS INSURANCE	0.00
SALES TAX	133.00
PLEASE PAY THIS AMOUNT	4513.96

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PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Consider request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. Four/Fifths roll call vote**

Recommendation:
Consider request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:
Plumas County is currently in the process of building a new Correctional Facility. The project is nearing completion, and the jail budget is incurring additional costs for electric charges at the new facility. These costs were unknown when FY23/24 budgets were prepared. The costs are now being realized, and an additional $40,000.00 is needed for the jail's electricity charges.

Action:

Authorize request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

General Fund Impact. Use of General Fund Contingency Funds.

Attachments:
1. Jail Contingency Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date 4/18/2024

The reason for this request is (check one):			Approval Required
A.	☑	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	2098052	528400	GENERAL FUND CONTINGENCIES	40,000.00
			Total (must equal transfer to total)	40,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001S	70380	527802	ELECTRIC CHARGES	40,000.00
			Total (must equal transfer to total)	40,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TO COVER SHORTAGE IN ACCOUNT CAUSED BY PYAING ELECTIC BILLS FOR BOTH JAIL FACILITIES

B) CONTINGENCY ACCOUNT

C) EXPENSES INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority: Ron Towery

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martell Sahar

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. Four/Fifths roll call vote.**

Recommendation:

Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Background and Discussion:

The Sheriff's Office obtained three bids for the purchase of two new electric dirt bikes. Preference was given to local vendor, Gott Powersports. The Sheriff's Office respectfully requests authorization to purchase two new electric dirt bikes from Gott Powersports.

The Sheriff's FY 23/24 OHV budget (dept 70384) includes the funds to purchase OHV patrol equipment - account 545700.

Action:

Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Fiscal Impact:

No General Fund impact.

Attachments:

1. Gott Powersports Buyer's Order

Gott Powersports

123 Crescent Street, Hwy 70
Quincy CA 95971
530-283-2136

Buyer's Order

PCSO-Other

Date
Order No.
Salesman Jason Crosby

PCSO
Quincy CA 95971
H BILLING-283-6300 W Gerry Hendrick - 6879

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024	Other	LBX		Order1	$4,999.00
New	2024	Other	LBX		Order2	$4,999.00

Options:

Notes:

Trade Information

Manufacturer Retail Price	$9,998.00
	$0.00
Dealer Unit Price	$9,998.00
Factory Options	$0.00
Added Accessories	$0.00
Freight	$500.00
Dealer Prep / Rigging Fee	$0.00
Prepaid Maintenance	$0.00
Title Fees	$0.00
Registration Fees	$0.00
GAP	$0.00
Theft Protection	$0.00
Tire & Wheel	$0.00
Service Contracts	$0.00
Extended Warranty	$0.00
Fiberglass Protection	$0.00
UCC	$0.00
Tire Fee	$0.00
Gift Certificates	$0.00
Gel Coat/Vinyl Protection	$0.00
Paint & Fabric Protection	$0.00
Customer Rebates	$0.00
Cash Price	$10,498.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$10,498.00
Sales Tax	$761.12
Title/License/Registration Fees	$0.00
Document or Administration Fees	$0.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$761.12
Sub Total (Net Sale + Other Charges)	$11,259.12
Cash Down Payment	$0.00
Amount to Pay/Finance	$11,259.12

Monthly Payment of $0.00 For 0 Months at 0.00% Interest

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Background and Discussion:

General automotive repair, as needed upon request of the Sheriff's Office.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

Budgeted item, both General Fund impact and non General Fund impact.

Attachments:

1. Curran Tire Center

#PCSO00025

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and RSH INC, a corporation, doing business as Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and No/100 Dollars ($20,000.00).

3. Term. The term of this agreement shall be from April 1, 2024, through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of

County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Jeremy Beatley

Contractor:

Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: Carrie Curran

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

CONTRACTOR:

RHS, Inc.
dba Horton Tire Center

By:_____
Name: Chris Curran
Title: CEO
Date signed:

By:_____
Name: Carrie Curran
Title: Secretary
Date signed:

COUNTY:

County of Plumas, a political subdivision of the State of California

By:_____
Name: Todd Johns
Title: Sheriff- Coroner
Date signed:

By:_____
Name: Gregory Hagwood
Title: Chair, Board of Supervisors
Date signed:

Attest:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide general automotive repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:

    a. Lube, oil, and filter changers (LOF)

    b. Sale and installation of new tires

    c. Tire rotation

    d. Mounting and balancing of tires

    e. Vehicle alignment

    f. Brakes and shocks repair and replacement

2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a maximum of $125.00 per hour.

2. Prices for tires quoted prior to installation.

3. LOF changes with inspection shall be charged at $60.00 (all inclusive) for up to five (5) quarts of oil, with no charge rotation with Les Schwab tires.

4. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.

5. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contactor shall invoice County monthly based on the total of all services performed by Contactor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Chad Hermann, Undersheriff**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact**

Recommendation:
Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact

Background and Discussion:
The Plumas County Sheriff's Office historically has had an Office Manager to oversee and support the Sheriff's Service Staff, (Records, Civil and Evidence / Investigation). This position was eliminated due to fiscal constraints over 10 (ten) years ago. Due to the increase in records requests, complying with state and federal reporting along with an increase in public request acts, there is a significant need to have direct oversight and support for records release and mandated reporting. This Office Manager position has been allocated and approved in the 23/24 FY budget.

Action:

Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact

Fiscal Impact:

General Fund Impact

Attachments:
1. Sheriff Office Manager Job Description_updated
2. MRG Office Manager Alalysis

SHERIFF'S OFFICE MANAGER

DEFINITION

Under direction, to assign, schedule, coordinate, supervise, and evaluate the work of assigned staff; to perform specialized office management, administrative and State and Federal reporting functions; to perform a variety of difficult and complex information gathering information preparation and public relations assignments; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification for the position, which supervises and directs the operation of the Sheriff's support division. In addition, the position has responsibility for a variety of Department administrative, staff, and office management support functions. Responsible for processing the Sheriff's NCIC, State and Federal reporting requirements. Successful performance of responsibilities requires detailed and specialized knowledge and understanding of the operations and policies of the Sheriff's Office.

REPORTS TO

Undersheriff

CLASSIFICATIONS DIRECTLY SUPERVISED

Sheriff's Services Assistant I/II, Job Training personnel, and Volunteer Personnel

EXAMPLES OF DUTIES

- Coordinates, organizes, and supervises the department's clerical staff and administrative support functions.
- Recommends, develops, and assists with the implementation of office and administrative support goals and objectives.
- Establishes work schedules and methods for assigned staff; evaluated assigned personnel.
- Assists with the hiring and training of new office personnel.
- Conducts NCIC, State and Federal reporting requirements.
- Responsible for purchasing and maintaining inventory of office supplies and equipment.
- Researches, compiles, and analyzes data for generating a variety of reports.
- Oversight of all incoming and outgoing Public Request Acts, (PRA's).
- Provides orientation for new employees.
- Prepares correspondence informal material, and documents.
- Maintains and updates files and databases.
- Performs a wide variety of complex office, program, and administrative support assignments.
- Provides public information support and relations assignments.
- Performs special assignments and projects as delegated.
- Represents the department in contacts with the public, other County staff, and other government agencies.
- Operates computers and office equipment.
- Investigate complaints or questioned incidents regarding the Sheriff's Service Assistants.
- Monitor and assist in obtaining department contracts for service agreements and vendors.
- Oversight on record releases to the general public and governmental agencies.
- System Administrator of RIMS data system.
- Oversee the departments Asset Forfeiture program.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- County policies, rules and regulations.
- Operations, rules, policies, and procedures of the Sheriff's Office.
- Basic accounting principles and practices.
- Knowledge of Civil Process, Records Management Process and Evidence Management Process.
- Methods and procedures for purchasing of office supplies and maintaining an inventory.
- Public and community relations.
- Office management methods and procedures.
- Establishment and maintenance of filling and information retrieval systems.
- Account and statistical record keeping.
- Operation and use of office equipment.
- Proper English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of supervision, Training, and staff evaluation.

Ability to:

Plan, organize, and supervise the office support and specialized administrative support functions for the Sheriff's Office.

- Be responsible for the maintenance of law enforcement records.
- Provide supervision, training, and work evaluations for assigned staff.
- Coordinate and develop a department's data processing system.
- Be responsible for purchasing of office supplies or equipment and inventory maintenance.
- Work with considerable initiative and independence while exercising good judgment in recognizing scope of authority.
- Assist and oversee Sheriff's Service Assistants with daily work tasks .
- Perform a variety of complex office and administrative support assignments with minimal guidance and supervision.
- Operate a computer, using word processing and other software as appropriate.
- Operate and use office equipment.
- Deal tactfully and courteously with other County staff, the public, and other government agencies, providing information and responding to concerns about the Sheriff' Office.
- Establish and maintain cooperative working relationships.

TRAINING AND EXPERIENCE: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

At least four (4) years of responsible experience performing a variety of administrative, fiscal, and analytical work, including substantial experience in a public contact position, preferably including at least one (1) year in a supervisory position.

Special Requirements:

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

March 4, 2024

TO: Debra Lucero
County Administrative Officer, Plumas County

FROM: Christi Mansel, Consultant
MRG, LLC

SUBJECT: COMPENSATION ADJUSTMENT – SHERIFF'S OFFICE MANAGER

Request:

On January 3, 2024, the Plumas County HR department approved an updated job description for the Sheriff's Office Manager. This position added financial and payroll responsibilities to the position. It was noted that the position currently supervises employees (Sheriff Services Assistant II) with a higher pay scale than the Office Manager position and compensation alignment is requested.

Background/Analysis

The Undersheriff noticed the misalignment of the wages between the Sheriff Servicess Assistant II and the supervising Sheriff's Office Manager position. He believes that the Sheriff's Office Manager position has duties and complexity more in line with the Assistant Director of Emergency Services position. Here is a comparison of these two positions:

	Reports to	Supervises	Duties	Under	Complexity	Communications	Scope	Min Quals	STEP 1	STEP 5
Sheriff's Office Manager	Undersheriff	Sheriff Services Assistant I/II	assign, schedule, coordinate, supervise and evaluate	Direction	difficult & complex information gathering	public relations	Full range of support services	4 yrs exp including substantial exp in public contact position, 1 yr supervisory exp preferred	22.49 46,779	27.34 56,867
Assistant Director of Emergency Services	Emergency Services Director/ Sheriff	None	plan, organize & assist	Direction	complex coordination of response	liaison w local fire agencies	Assumes Director position if Director unavailable	4 yrs exp in govt or prog development, Emergency/Disaster exp preferred	29.09 60,507	35.38 73,590

While the positions are similar in terms of complexity and communications, a case can be made that the four years of general experience that are required for the Sheriff's Office Manager position are not the same degree of expertise as the four years of governmental and program development experience that is required of the Assistant Director of Emergency Services. Furthermore, the added responsibility of the Assistant Director position to assume the Director role in the absence of the Director adds to this disparity.

A wage scale other than that of the Assistant Director of Emergency Services is then needed to correct the misalignment. Other policies and guidelines should be used to find the correct scale. It is commonplace to have a personnel policy that establishes a minimum percentage of increase for any position supervising another. Frequently this differential is 10%. This does not exist in the current Plumas County Personnel Rules. In absence of this, consideration should be given to the average wage differential between supervisors and the top tier of those supervised. In the Sheriff's Department, we see the following differentials:

Supervising position & Step 5 hourly wage	Sheriff's Office Manager ($27.34)	Communications Supervisor ($34.07)	Investigations Sergeant ($45.35)	Jail Commander (48.77)
Supervised position & Step 5 hourly wage	Sheriff Services Assistant II ($27.59)	Sheriff Dispatcher II ($29.58)	Investigator ($37.22)	Corrections Sergeant ($33.86)
Wage Differential	-.01%	15%	21.8%	44%

Looking at positions similar to the Sheriff's Office Manager outside of the Sheriff's Department, we find:

Supervising position & Step 5 hourly wage	Office Supervisor ($24.86)	Assessor's Office Manager ($27.92)
Supervised position & Step 5 hourly wage	Office Assistant II ($20.97)	Fiscal/Technical Services Assistant II ($20.97)
Wage Differential	18.5%	33%

The average differential of the other supervisor/supervisee relationships is 26%. Limiting this to just the administrative departments found in the second table, we also get an average differential of 26%. Given the complex and public-facing duties of the Sheriff's Office Manager

position, this average differential can be justified. Therefore, the recommended pay scale for the Sheriff's Office Manager position would be:

Sheriff Services Assistant II Step One wage $22.67 x 126% =
Sheriff's Office Manager Step One wage $28.56

and

Sheriff Services Assistant II Step Five wage $27.59 x 126% =
Sheriff's Office Manager Step Five wage $34.76

Recommendations

1) The Sheriff's Office Manager position should have a compensation adjustment to a pay scale of $28.56 - $34.76 to be in line with other supervisory relationships in the County.
2) At a minimum, the Sheriff's Office Manager should have wages increased to be at least 10% above the equivalent step of those supervised.
3) The Plumas County Personnel Rules should be modified to provide guidance as to the preferred wage differential range of supervisory relationships.

CC: Chad Hermann, Undersheriff, Plumas County
Nancy Selvage, Human Resources Director, Plumas County
Diane Wilson, Human Resources Department, Plumas County
Don Ashton, Consultant, MRG LLC

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. Four/fifths roll call vote.**

Recommendation:
Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. **Four/fifths roll call vote.**

Background and Discussion:
On September 5th, 2023, this Board approved the purchase of two unmarked law enforcement vehicles, not to exceed $140,000.00. The vehicles have been ordered, and the budget is short $32,300.00 to cover the purchase. Transfer is needed to pay invoices. No general fund impact.

Action:

Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. **Four/fifths roll call vote.**

Fiscal Impact:

No general fund impact.

Attachments:
1. 70331 Budget Transfer

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443-Sheriff Dept. No: 70331 Date 4/18/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	520907	Equipment Maintenance Contract	32,300.00
			Total (must equal transfer to total)	32,300.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0017G	70331	545100	Vehicle	32,300.00
			Total (must equal transfer to total)	32,300.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Transfer to cover shortage in account

B) Expenses less than anticipated

C) Expenses incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Roni Dowery

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Mark Lacher

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
CODE ENFORCEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Jennifer Langston, Chief Code Enforcement Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Letter addressing a public comment made during the April 2, 2024, Board of Supervisors meeting regarding the Bennetts Trailer Park, Park ID #32-0098-MP, located at 407 Bell Lane, Quincy, CA (APN# 117-031-003-000).**

Recommendation:
Letter addressing a public comment made during the April 2, 2024, Board of Supervisors meeting regarding the Bennetts Trailer Park, Park ID #32-0098-MP, located at 407 Bell Lane, Quincy, CA (APN# 117-031-003-000).

Background and Discussion:
The Plumas County Code Enforcement Department has received numerous complaints regarding this trailer park dating back to January 2022. Trailer parks within the State of California are under the jurisdiction of the California Department of Housing and Community Development (HCD) as the "enforcement agency" when it comes to licensing, building permits, and code enforcement actions pursuant to Sec. 18207 of the California Health and Safety Code (HSC).

Action:

No Action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Honorable Board of Supervisors HCD

PLUMAS COUNTY CODE ENFORCEMENT

555 Main Street
Quincy, CA 95971

voice **(530) 283-7011**
fax **(530) 283-6134**

Date: April 15, 2024

To: Honorable Board of Supervisors

From: County of Plumas, Code Enforcement Department, Chief Code Enforcement Officer, Jennifer Langston CCEO # C54666093

Subject: Bennetts Trailer Park, 407 Bell Lane in Quincy CA APN: 117-031-003-000. Park ID # 32-0098-MP

This letter is to address a public comment made during the April 9, 2024, Board of Supervisors Meeting regarding the Bennetts Trailer Park, Park ID # 32-0098-MP, located at 407 Bell Lane in Quincy, CA – APN: 117-031-003-000.

A search of the Plumas County tax records shows this property has been in tax default since June 30, 2017, with a note of "power to sell, can't open pay plan" and a total default amount as of April 2024, of $32,236.76. Communications with the County Treasurer/Tax Collector's office stated the property is due to go to tax lien sale at the end of 2024.

The Plumas County Code Enforcement Department has received numerous complaints regarding this trailer park dating back to January 2022. Trailer parks within the State of California are under the jurisdiction of the California Department of Housing and Community Development (HCD) as the 'enforcement agency' when it comes to licensing, building permits, and code enforcement actions pursuant to Sec. 18207 of the California Health and Safety Code (HSC).

Under California HSC, Mobile Home Parks Act (Sec. 18200-18712), steps must be followed before a revocation action can be taken. HCD enforcement proceedings to-date and potential future actions are generally described, as follows:

- HCD Notice of Violation; *Notice dated January 16, 2024*
- HCD Notice of Violation; *Notice dated March 13, 2024*
- HCD Notice of Suspension*; Effective March 26, 2024 – Annual Permit to Operate (PTO) is suspended indefinitely* **(SEE ATTACHED NOTICE OF SUSPENSION – noting Subsections (c) and (d) of HSC Sections 18500 or 18870 state the owner may not operate, occupy, rent, lease, sublease, demand or collect rent, or hire out for occupancy, any lot within the Mobilehome Park. Because the park no longer has a valid Permit to Operate, pursuant to HSC Sections 18214 or 18862.29 and 18500 or 18870, it is not legal for the owner to charge or accept rent for lots in the park, or for rental mobilehomes or recreational vehicles the owner may own that are in the park)**
- The local HCD inspector can conduct an inspection of the park to document the overall condition post-Notice of Suspension

- Within 5 days of any subsequent inspection by the local HCD inspector, an Activity Report is to be submitted to HCD management with findings of active violations
- From the findings in the Activity Report, a Final Notice of Violation (FNOV) is provided to the owner
- Owner is typically given 30 days to remedy any/all violations
- If not remedied in full, a Notice of Abatement is provided to the owner and posted in the park
- Notice of Abatement is also sent to local land use authority (Plumas County)
- Under Notice of Abatement, the owner is given a 'reasonable time' to remediate or correct remaining deficiencies; typically, 30 days, but depending on the nature of the violations and the need for permits, work, etc. could be longer
- HCD notes they must provide the owner with due process which requires time for making corrections to cited violations and an opportunity for an informal conference
- If the Notice of Abatement effort is unsuccessful, HCD legal affairs contacts Plumas County Counsel to discuss the next steps and County involvement
- HCD's goal is to avoid revoking a park's PTO and exhaust every effort to allow sufficient time for park owners to make needed repairs to ensure the park meets the applicable health and safety standards
- HCD notes the current laws and regulations governing the abatement of nuisance process or the revocation of the park's PTO is a very lengthy process
- See also HSC 18700 for HCD suspension or revocation of permit authority

Considerable actions have been taken by Plumas County Code Enforcement staff to assist and support outside agencies. For example, I reached out to the HCD local Plumas County District Representative, Lou Turold, to notify him of the numerous complaints about the conditions of this trailer park and the impact it is having on the adjacent properties and neighborhood.

When public complaints were received by the Code Enforcement Department, Department staff referred all reporting parties to HCD by providing the HCD regional office phone number (916) 255-2501, which handles Plumas County, in addition to the HCD website address and encouraged all reporting parties to submit a complaint by telephone and/or online:

https://www.hcd.ca.gov/manufactured-and-mobilehomes/mobilehome-assistance-center/how-to-submit-complaint

While staff were in the vicinity, we performed drive-by assessments of the trailer park's conditions. Further, I received situational status updates from interested buyers of the trailer park property.

In response to sewage complaints, Code Enforcement contacted Rob Robinette, Interim Director of the Environmental Health Department. It is my understanding that Mr. Robinette has communicated with HCD about sewage issues as well, although I cannot comment on his conclusions.

Currently, Plumas lacks a County noise ordinance that addresses the operation of generators running 24-7. The Planning Department, in collaboration with Code Enforcement and the Planning Commission, anticipates drafting a noise ordinance in the near future that could address this issue.

On April 12, 2024, I executed a drive-by survey to verify the continued display and placement of the HCD Notice of Suspension on the property. It was noted that two individuals were seen exiting a mobile home, and the HCD Notice of Suspension continues to be posted within the property. As stated on the Notice of Suspension dated March 26, 2024, under Sections (c) and (d) of Health and Safety Code 18500 or 18870, you [property owner] may not operate, occupy, rent, lease, sublease, demand, or collect rent, or hire out for occupancy, any lot within the mobile home park. I notified Mr. Turold on April 15, 2024, of my observations.

As the Chief Code Enforcement Officer for Plumas County, I suggest the Board of Supervisors send a letter to HCD regarding the Bennetts Trailer Park as a nuisance and blight affecting our community and request immediate action by HCD to actively continue the abatement process.

Jennifer Langston
Chief Code Enforcement Officer
Code Enforcement Department
Plumas County Planning and Building Services

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF CODES AND STANDARDS
MOBILEHOME AND SPECIAL OCCUPANCY PARKS PROGRAM
P.O. Box 278180, Sacramento, CA 95827-8180
1-800-952-8356 / FAX (916) 263-5348
From TDD Phones 1-800-735-2929

March 26, 2024

NOTICE OF SUSPENSION of ANNUAL PERMIT TO OPERATE Do not remove this notice

SHERRIDAN RAE BENNETT
407 BELL LN
QUINCY, CA 95971

BENNETTS TP
Park ID # 32-0098-MP
CPT Assignment #MP-C-24-00004

Dear SHERRIDAN RAE BENNETT:

In accordance with California Health and Safety Code (HSC), Sections 18512 or 18870.13, on March 13, 2024, you were notified by registered mail and by a posting in the park, that your permit to operate BENNETTS TP would be suspended pursuant to HSC Sections 18517 or 18870.18 unless the violation(s) for which you were previously cited were corrected in a timely manner or the Notice of Intent to Suspend was cancelled or modified by an appeal. The Notice of Intent to Suspend was not cancelled or modified by an appeal, and the cited violation(s) have not been corrected. All or some of these violation(s) initially were brought to your attention in a Notice of Violation(s) dated January 16, 2024.

Effective today, 03/26/2024, the Annual Permit to Operate BENNETTS TP is suspended indefinitely.

Subsections (c) and (d) of HSC Sections 18500 or 18870 state you may not operate, occupy, rent, lease, sublease, demand or collect rent, or hire out for occupancy, any lot within the Mobilehome Park. Because the park no longer has a valid Permit to Operate, pursuant to HSC Sections 18214 or 18862.29 and 18500 or 18870, it is not legal for you to charge or accept rent for lots in the park, or for rental mobilehomes or recreational vehicles you may own that are in the park. During the suspension period, a Permit to Construct is still required for any construction or repair activity related to correction of the previously cited violations.

A copy of this letter and the suspension notice is being posted in a conspicuous place in the park. A copy of this letter has been forwarded to the Planning Department of PLUMAS COUNTY for zoning and land-use considerations since the park is no longer legally operational.

Under the provisions of the Mobilehome Residency Law and/or local ordinances, you may be liable to the residents and/or the PLUMAS COUNTY for various fines and penalties, actual damages of the residents including relocation costs incurred by residents as a result of this action, as well as other judicial remedies resulting from your failure to comply with applicable laws.

If you have questions regarding the violations, please contact LOUIS TUROLD at 707-492-2028.

RECEIVED
MAR 29 2024
PC Planning+Building

Sincerely,

GENELL
Staff Services Analyst
Mobilehome Parks

Northern Area Office

cc:
Josef Johnson, CSA I
PLUMAS COUNTY Planning Department
Louis Turold, DR II

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Dora Mitchell, Librarian**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Adopt RESOLUTION to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt **RESOLUTION** to update the established county office hours for Plumas County Library.

Background and Discussion:
Plumas County Library is committed to providing direct library services to Greenville and surrounding areas post-Dixie Fire. One of the short-term steps was using a standing location to provide library services until a more long-term and/or permanent solution was available, such as the bookmobile. Per updates to MOUs between the library and Plumas Unified School District (PUSD), we used a classroom at Greenville Elementary School until May 31, 2022, and switched to the high school campus on June 4, 2022. The current MOU is set to expire on August 31, 2024. We staff the classroom using a rotating staff of Library Aides (Extra Help.)

Our estimated delivery date for the bookmobile is May 2024, and assumed service start date will be in June 2024. Original requests for funding the temporary library location were based on the idea of closing it once the bookmobile arrived, which will start its service route with a focus on Greenville and surrounding areas.

However, due to lack of staff availability after April 2024, lack of response to recruitment efforts, as well as time required to pack up and redistribute the collection at the temporary location, we are requesting early closure of the Greenville Temporary Location. The proposed closure would begin on May 7, 2024.

We also propose keeping the MOU between the library and PUSD in place until the original expiration date of August 31, 2024. This will allow library staff access to the classroom to perform summer programming in Greenville if weather/air quality requires an indoor option, and/or if the bookmobile is not in service due to unavoidable delays. This would be under a specialized schedule; we would not resume normal operation hours in the temporary location.

Under the terms of the MOU, rent for the classroom space is paid only for days we actually use the location. Keeping the MOU in place will not result in paying for unused time in the temporary location.

Action:

Adopt **RESOLUTION** to update the established county office hours for Plumas County Library.

Fiscal Impact:

Closing the Greenville temporary location for May and June will save the General Fund approximately $500 in rent and $1,670.00 in staff wages. (A small percentage of rent ($100) and staff wages ($250.50) is not included in these saved totals as they will be needed to close and disperse the collection and materials at the temporary location.)

Attachments:

1. 24-251 FINAL

Plumas County Resolution Number _____

A RESOLUTION UPDATING THE ESTABLISHED COUNTY OFFICE HOURS FOR PLUMAS COUNTY LIBRARY

WHEREAS, the Board of Supervisors has previously adopted an Established County Office Hours schedule for County Departments including Plumas County Library by Resolution 2023-8873 pursuant to Government Code section 24260 and Plumas County Code section 2-4.201; and

WHEREAS, the Plumas County Library's office hours are fixed by resolution, which requires amendment prior to a change in the office hours; and

WHEREAS, the schedule for the Greenville Branch found in Exhibit A of Resolution 2023-8873, is in need of updating; and

WHEREAS, the current and updated schedule for Plumas County Library is attached as Exhibit "A" to this resolution; and

WHEREAS, the current and updated schedule for Plumas County Library as outlined in Exhibit "A" goes into effect May 7, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that Resolution 2023-8873 is hereby amended to incorporate the new Plumas County Library service hours beginning on May 7, 2024, set forth in Exhibit "A".

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, as a regular meeting of said Board held on the _____, by the following vote:

AYES:

NOES:

ABSENT:

_____
Greg Hagwood, Chair
Plumas County Board of Supervisors

ATTEST:

_____
Kristina Rogers
Deputy Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit A

The new established hours for each Plumas County Library Branch is as follows:

Quincy:

Monday	10:00 a.m. - 6:00 p.m.
Tuesday- Thursday	10:00 a.m. - 5:30 p.m.
Friday - Saturday	11:00 a.m. - 3:00 p.m.

Chester:

Summer Schedule (April1 – Oct 31):

Tuesday, Wednesday, Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Thursday	12:00 p.m. – 5:00 p.m., 5:30 p.m. – 7 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Tuesday – Friday	10:00 a.m. - 12:00 p.m., 12:30 p.m. - 5:30 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Portola:

Summer Schedule (April1 – Oct 31):

Monday – Wednesday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Thursday	12:00 p.m. – 4:00 p.m., 5:00 p.m. – 7:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

Winter Schedule (Nov 1 – March 31):

Monday – Thursday	10:00 a.m. - 1:00 p.m., 2:00 p.m. - 6:00 p.m.
Saturday	11:00 a.m. - 3:00 p.m.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Chair to sign the Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension being constructed as part of the Caltrans State Route 89 Lake Almanor Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.**

Recommendation:

The Acting Director of Public Works respectfully requests that the Board of Supervisors approve and execute the attached Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension.

Background and Discussion:

During the planning and design of the Caltrans State Route 89 Lake Almanor Rehabilitation Project, Caltrans agreed to include a 3.71-mile extension of the Lake Almanor Recreation Trail from its current terminus near the community of Lake Almanor West to a point near the intersection of State Route 89 and 36.

Caltrans requires an agreement for ongoing maintenance of this trail from the local jurisdiction. Maintenance includes vegetation control and sweeping. These maintenance activities are not likely to occur more than twice per year based on the allocated funding. Maintenance does not include replacement or repair of the trail.

The Department of Public Works has reviewed the terms of this agreement, including the amount of compensation for yearly maintenance activities ($5,000), and concurs with the terms of the agreement.

County Counsel has reviewed and approved the Delegated Maintenance Agreement as to form.

Action:

Approve and authorize Chair to sign the Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension being constructed as part of the Caltrans State Route 89 Lake Almanor Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Road Fund.

Attachments:

1. Plumas County_Almanor West Multi Use Path DMA_CC Approve-3.27.24

DELEGATED MAINTENANCE AGREEMENT WITH THE COUNTY OF PLUMAS

This DELEGATED MAINTENANCE AGREEMENT ("AGREEMENT") is made by and between the State of California, acting by and through the Department of Transportation ("STATE") and the County of PLUMAS ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. This AGREEMENT will identify the specific maintenance functions LOCAL AGENCY will perform in the STATE right of way, including highway and freeway areas situated within LOCAL AGENCY's jurisdictional limits as authorized under Streets and Highways Code Section 130.

2. The PARTIES executed prior Delegated Maintenance Agreements dated July 1, 1995, February 23, 2018, and August 03, 2023. This AGREEMENT does not supersede the prior Delegated Maintenance Agreements. The prior Delegated Maintenance Agreements will remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.

OPERATIVE PROVISIONS

1. **Maintenance Services.** LOCAL AGENCY shall perform maintenance operations at the State Route(s) (SR), post miles (PM) and approximate mile lengths (STATE Right of Way) set forth in Exhibit A to keep the facilities in a safe and operational condition. Maintenance Operations include but are not limited to litter, debris, and graffiti removal, repairs, and restoration.

2. **Prior Delegated Maintenance Agreements.** This AGREEMENT does not supersede the PARTIES' prior Delegated Maintenance Agreements dated July 1, 1995, February 23, 2018, and August 03, 2023. The prior Delegated Maintenance Agreements will remain in full force and effect. This AGREEMENT does not supersede other Freeway Maintenance Agreements executed by the PARTIES, if any.

3. **Maintenance Standards.** LOCAL AGENCY shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code Section 27, and in accordance with California and federal laws and

regulations and STATE policies, procedures and specifications in effect and as amended, and applicable municipal ordinances.

4. **Maintenance Areas and Services.** LOCAL AGENCY shall only perform those maintenance services in the STATE right of way locations described in Exhibit A.

5. **Amendment to Agreement.** Changes to LOCAL AGENCY's maintenance services covered in this AGREEMENT may be made by each PARTY executing amended Exhibits A and B and/or executing additional pages to Exhibits A and B that shall be attached to this AGREEMENT and will supersede the original Exhibits A and B. Otherwise, this AGREEMENT may only be amended by a written agreement executed by both PARTIES. STATE's District Maintenance Agreement Coordinator (DMAC) must obtain prior written approval of any amendments from the District 2 Deputy Director of Maintenance before such amendments may become effective and enforceable under this AGREEMENT.

6. **Unsheltered Encampment Removal**.

   A. STATE shall remove Persons Experiencing Homelessness (PEH) and any structures, personal property, debris, and/or other items related to the encampment from the Location(s) shown in Exhibit A, subject to STATE's Encampment Removal policy, MPD 1001 R1 and applicable State and Federal law.

   B. Nothing in this Agreement grants or waives the right of California Highway Patrol (CHP) and other law enforcement agencies having jurisdiction over the Locations in shown in Exhibit A.

7. **Weed Abatement**. LOCAL AGENCY shall engage in weed abatement operations. LOCAL AGENCY shall control weeds at a level acceptable to STATE. Any weed control performed by chemical weed sprays (herbicides)shall comply with all laws, rules, and regulations established by California Department of Food and Agriculture. All chemical spray operations shall be reported quarterly (form LA17) to STATE via the STATE's Landscape Specialist, Maintenance Support, Caltrans District Office 1657 Riverside Drive Redding, CA 96001 .

8. **Graffiti Removal.** LOCAL AGENCY's graffiti removal shall be limited to removal of text only in accordance with Streets and Highway Code Section 96. Any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements may not be removed. LOCAL AGENCY

shall discuss such possible art with STATE's District 2 Transportation Art Coordinator before conducting any graffiti removal or remediation. STATE shall pay the actual cost of LOCAL AGENCY's graffiti removal as specified in Section 11 of this AGREEMENT.

9. **Maintenance Service Schedule.** LOCAL AGENCY shall provide STATE's District2 Area Maintenance Superintendent, Joshua Dixon, at least twenty-four (24) hours prior telephone or email notice before performing any maintenance services under this AGREEMENT. Area Maintenance Superintendent's contact email and phone number are: joshua.dixon@dot.ca.gov, (530) 283-2610. LOCAL AGENCY shall provide the Area Maintenance Superintendent identified in this AGREEMENT with a litter, debris, and graffiti removal schedule. Maintenance services shall be provided at a frequency deemed by the STATE. Maintenance services shall be performed between the hours of 9:00 a.m. and 3:00 p.m. or as otherwise authorized by the State Representative, if necessary. LOCAL AGENCY must request through the Area Maintenance Superintendent prior written approval from STATE's District Maintenance Supervisor to perform any maintenance services before 9:00 a.m. or after 3:00 p.m. and/or weekends and holidays.

10. **Authorized Reimbursement**. The functions and levels of maintenance services delegated to LOCAL AGENCY in the attached Exhibit A and amounts appropriated to STATE have been considered in setting authorized total dollar amounts. LOCAL AGENCY may perform additional work if desired, but STATE will not reimburse LOCAL AGENCY for any work in excess of the authorized dollar limits established herein.

11. **Cost Reimbursement**. STATE shall reimburse LOCAL AGENCY for LOCAL AGENCY's actual and necessary costs incurred to perform the maintenance services under this AGREEMENT; provided, however, that STATE's reimbursement shall not exceed the maximum authorized expenditures under this AGREEMENT.

12. **Amendment to Approved Expenditures**. Upon LOCAL AGENCY's written request, the expenditures per route for maintenance services set forth in Exhibit A may be increased, decreased, or redistributed between routes pursuant to the PARTIES executing an appropriate amendment in accordance with section 5 above. All such adjustments must be authorized in writing by the District Director or his/her authorized representative.

13. **Term of Expenditures.** Additional expenditures or an adjustment of expenditures once authorized shall apply only for the term of this AGREEMENT and shall not be deemed to permanently modify or change the basic maximum expenditures per route as specified in Exhibit A. Any expenditure adjustments shall not affect or alter any other terms of this AGREEMENT.

14. **Billing, Payment and Reporting.**

14.1 **Billing Date.** LOCAL AGENCY shall submit billing invoices annually beginning after the LOCAL AGENCY has performed maintenance services under this AGREEMENT. LOCAL AGENCY shall not submit billing invoices for reimbursement of costs less than $500 more than once each quarter. LOCAL AGENCY shall also submit billing invoices promptly following the close of STATE's fiscal year on each June 30th.

14. 2 **Billing Submission Format.** Each billing invoice shall include all of the following:

(a) STATE's AGREEMENT number;
(b) Date(s) of services;
(c) Location of services;
(d) Number of hours and hourly rates;
(e) Receipts for trash disposal; and
(f) Receipts for equipment, materials, and supplies.

STATE shall pay LOCAL AGENCY for the maintenance services satisfactorily performed in accordance with the rates and schedules in Exhibit A.

15. **Successors**. This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES' successors-in-interest, including, but not limited to any public entity to whom any part of the STATE right of way covered under this AGREEMENT may be relinquished and any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits.

16. **Encroachment Permits**. Before LOCAL AGENCY may enter STATE right of way to perform any maintenance services in the areas covered by this

AGREEMENT, STATE's District 2 Encroachment Permit Office must issue an initial encroachment permit at no cost to LOCAL AGENCY. LOCAL AGENCY must obtain additional encroachment permits, if necessary, to enter or perform any work within STATE right of way not covered by this AGREEMENT. STATE will issue these additional encroachment permits at no cost to LOCAL AGENCY.

17. **Legal Disposal of Litter Collected**.

LOCAL AGENCY shall make its own arrangements for the legal disposal of litter or debris materials to authorized disposal sites. LOCAL AGENCY shall not leave any filled litter bags, litter piles or other groups of litter assembled during its maintenance services along or in STATE Right of Way. Such litter groupings shall be removed out of STATE Right of Way each day LOCAL AGENCY performs the maintenance services in this AGREEMENT.

18. **Safety and Worker Compliance.** LOCAL AGENCY shall be solely responsible for crew pay, workers compensation and any other benefits required by state and federal law. Subcontractors and crew members are not considered STATE's employees at any time. LOCAL AGENCY shall comply with all applicable State and Federal statutes and regulations governing worker and public safety, including but not limited to compliance with CAL-OSHA regulations and guidelines.

LOCAL AGENCY shall make arrangements through the STATE if traffic controls, flags, signs, or lane closures are necessary to safely perform any maintenance services. STATE's maintenance Supervisor or designee shall determine what protections are required at the worksite pursuant to applicable provisions of the Caltrans Maintenance Manual, including but not limited to Volume 1, Chapter 8, Protection of Workers.

19. **Equipment and Supplies.** LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the maintenance services under this AGREEMENT. STATE shall reimburse LOCAL AGENCY for the reasonable costs of such equipment and supplies not to exceed the authorized expenditures set forth in Exhibit A.

20. **Legal Relations and Responsibilities**.

20.1 **No Third-party Beneficiaries**. This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a

PARTY's legal liability by imposing any standard of care for the maintenance of STATE highways different from the standard of care imposed by law.

20.2 **Indemnification.** Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. LOCAL AGENCY shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors and/or its agents pursuant to this AGREEMENT.

Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. STATE shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits, or actions of every kind occurring by reason of anything done or omitted to be done by STATE under this Agreement.

20.3 **Work-related Injuries.** If a LOCAL AGENCY-assigned crew member is injured while performing maintenance services under this AGREEMENT, LOCAL AGENCY or its designated subcontractor shall be responsible for ensuring the crew member is given prompt medical care and treatment and, if necessary, transportation to a medical facility. LOCAL AGENCY or its designated subcontractor shall administer any injury and workers compensation claims. LOCAL AGENCY shall notify the DMAC within twenty-four (24) hours when any such incident has occurred.

21. **Prevailing Wages and Labor Compliance.** LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's maintenance services under this AGREEMENT.

22. **Self-Insured**. LOCAL AGENCY is self-insured. LOCAL AGENCY shall deliver evidence of self-insured coverage providing general liability insurance,

coverage of bodily injury and property damage liability, in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess by delivering a Letter Certifying Self-Insurance. The Letter of Self-Insurance must be substantially in the form of Exhibit B and identify the AGREEMENT number, and location as depicted in Exhibits A and B. LOCAL AGENCY shall provide the original Letter Certifying Self-Insurance as a condition to STATE's execution of this AGREEMENT. A copy of the original letter shall be attached to this AGREEMENT as Exhibit B.

Self-Insured using Contractor. If the work performed under this AGREEMENT is done by LOCAL AGENCY's contractor(s), LOCAL AGENCY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. LOCAL AGENCY shall provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE.

23. **Budget Contingency**. STATE's payments to LOCAL AGENCY are contingent upon the Legislature appropriating sufficient funds under the Budget Act and the encumbrance of funding to STATE's District Office.

24. **Termination**. This AGREEMENT may be terminated by the mutual written consent of each PARTY. Either PARTY may terminate this AGREEMENT upon (30) days' prior written notice to the other PARTY.

25. **Effective Date (Term) of Agreement.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

26. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT as authorized under Streets and Highways Code Sections 114 and 130. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority as required.

27. **Counterparts.** This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

28. **Electronic Signatures**. Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this AGREEMENT.

THE COUNTY OF PLUMAS

Dated: _____

_____
Chair Plumas County
Board of Supervisors

APPROVED:

Dated: _____

_____
County Chief
Administrative Officer

Dated: _____

_____
County Clerk

Dated: 3/26/2024

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____

_____
Deputy District Director
Maintenance District 2

EXHIBIT A

DELEGATION OF MAINTENANCE

Route No.	Length Miles	Description of Routing	Program Delegated	Maximum Annual Authorized Expenditure
89	3.71	Both sides of multi-use path between post miles R37.89/R41.60	HM2C Vegetation Control	$5,000
89	3.71	Multi-use path between post miles R37.89/R41.60	HM3D Sweeping	

TOTAL ANNUAL AUTHORIZED EXPENDITURE: $5,000

MAINTENANCE FUNCTION DESCRIPTION

HM2C Vegetation Control

Vegetation Control shall be limited to mechanical means of removal establishing an 8-ft wide mow strip along both sides of the multi-use path for slopes flatter than 4:1 H:V, and a 4-ft wide mow strip for fill/cut slopes steeper than 4:1 for the full limits of the multi-use path between post miles R37.89/R40.60. Mowing cut height shall not be less than 6-inches to reduce the risk of ground contact, accidental fire, and noxious weed proliferation.

HM3D Sweeping

To ensure a safe and clean facility, sweeping shall provide for the removal of litter, debris, and sediment on or immediately adjacent to the asphalt paved surface of the multi-use path between post miles R37.89/R40.60.

EXHIBIT B

LETTER CERTIFYING COUNTY'S SELF-INSURED STATUS

Caltrans District 2 _____ ____, 2024
1657 Riverside Dr. Redding, CA 96001
ATTN: Brandon Trent, P.E. - Maintenance Engineer

PLUMAS COUNTY
Department of Finance

Re: Statement of Self-Insurance for COUNTY of PLUMAS for Delegated Maintenance Agreement No. 02-MTC24-001 with California Department of Transportation for the multi-use path along SR 89 between post miles R37.89/R41.60.

Dear Mr. Trent:

This letter certifies that the COUNTY of PLUMAS is self-insured and self-funded covering third-party claims arising out of its general operations (i.e.; commercial general liability and automobile liability insurance). Further, the COUNTY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the COUNTY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the COUNTY.

The COUNTY certifies its self-insured, general liability coverage for bodily injury and property damage liability, meets the required coverage amounts in section 22 (Insurance) of the Delegated Maintenance Agreement, specifically general liability insurance, coverage of bodily injury and property damage liability in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

_____
Finance Manager

PLUMAS COUNTY
INFORMATION TECHNOLOGY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Melodie Sylvia**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Approve and authorize Plumas County Information Technology to pay Four J's Development Tools, Inc. a non-contract invoice in the amount of $8,118 for annual software maintenance and support (General Fund Impact) use of budget line item (2022052/520411); discussion and possible action.**

Recommendation:

Approve and authorize Plumas County Information Technology to pay Four J's Development Tools, Inc. a non-contract invoice in the amount of $8,118 for annual software maintenance and support (General Fund Impact) use of budget line item (2022052/520411); discussion and possible action.

Background and Discussion:

Four J's is a key piece of our in-house program called HAL.

Action:

Approve the agenda item.

Fiscal Impact:

Budgeted in FY23/24 I.T. budget.

Attachments:

1. County of Plumas 34642

Four J's Development Tools, Inc.

1625 The Alameda
Suite 302
San Jose, CA 95126

Invoice

Date	Invoice #
3/26/2024	34642

Bill To

County of Plumas
Accounts Payable
520 Main Street Rm. 205
Quincy, CA. 95971

Ship To

County of Plumas
Greg Ellingson
Director of IT
520 Main Street Rm. 205
Quincy, CA. 95971

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
Maintenance	net 30	SO	3/26/2024	email		

Quantity	Item Code	Description	Price Each	Amount
1	ARMC00XVR	Renewal of Compiler maintenance (5/1/24 - 4/30/25) License: TAB#AAB01BTS (K) - End User: Internal	1,068.00	1,068.00
50	ARMR00XVR	Renewal of runtime maintenance (5/1/24- 4/30/25) License: TAB#CBQ01BTU (4) - End User: Internal	141.00	7,050.00

Total $8,118.00

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Tracey Ferguson, Director of Planning**

MEETING DATE: **May 7, 2024**

SUBJECT: **CONTINUED PUBLIC HEARING: Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on April 16, 2024, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4. No General Fund Impact. Approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Staff recommends the Board of Supervisors take the following actions as recommended by the Planning Commission in Attachment 1, Resolution Number P.C. 2024-1 to:

1. Find that the amendments of and additions to Title 9 Planning and Zoning of the Plumas County Code by Ordinance for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), are exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorial Exemption – which exempts new construction or conversion of small structures, such as accessory dwelling units.

2. Adopt the Ordinance amending and adding to Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “B” of Attachment 2, as amended by Planning Commission comments at the April 4, 2024, Planning Commission public hearing, and as amended by the Board of Supervisors comments at the April 16, 2024, Board of Supervisors public hearing.

Background and Discussion:

INTRODUCTION:

This item is regarding an amendment of the Plumas County Code (PCC), Title 9 Planning and Zoning for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs) and the determination under the California Environmental Quality Act (CEQA). The purpose of amending several articles of Title 9 Planning and Zoning, Chapter 2 Zoning, including the addition of Article 45 – Accessory Dwelling Units – is to permit ADUs and JADUs in zoning districts consistent with “State ADU Law” (California Government Code Sections 65852.150 through 65852.23) and to establish ministerial permit procedures, development standards, and regulations, in addition to the inclusion of new relevant definitions. Pursuant to the proposed Article 45, attached, detached, and conversion accessory dwelling units and junior

accessory dwelling units would be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of Article 45.

PLANNING COMMISSION:

The Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a noticed public hearing (Plumas County Code sections 9-2.905 and 9-2.906). The Planning Commission held a properly noticed public hearing on April 4, 2024, and received no public comment, received substantive Planning Commission comments, County Counsel comments, additional Planning staff editorial corrections, and took action and adopted Resolution Number P.C. 2024-1 (Attachment 1) making recommendations to the Board of Supervisors.

The Planning Commissioners' comments and direction to Planning staff included clarifying when/if solar photovoltaic (PV) systems are required (see Sec. 9-2.4505(i) and Sec. 9-2.4508(f)), and contacting the Environmental Health Department to understand septic and water systems implications and clarify code language (see Sec. 9-2.4505(f)(2) and (f)(3) and Sec. 9- 2.4508(d)(2) and (d)(3)). Additionally, other minor editorial corrections were made for purposes of language and code consistency and Deputy County Counsel provided comments to clarify code language under Sec. 9-2.4505(a)(2)(ii).

BOARD OF SUPERVISORS:

The Board of Supervisors held a properly noticed public hearing on April 16, 2024, introduced and waived the first reading of the Ordinance, and scheduled adoption of the Ordinance for the May 7, 2024, Board of Supervisors meeting. No substantive comments were received by the public.

The Board of Supervisors recommended an amendment to the ADU Ordinance to include state law requirements concerning homeowners associations (HOAs) and the fact that covenants, conditions, and restrictions (CC&Rs) cannot prohibit or unreasonably restrict ADUs and JADUs (California Civil Code Sec. 4751). An amendment was made by Planning staff, adding Sec. 9-2.4507(e)(1) and Sec. 9-2.4508(j)(1) to the proposed FINAL ADU Ordinance, which is included as Exhibit "B" of Attachment 2 to this staff report. Should the Board of Supervisors adopt the ADU Ordinance, the adopted ordinance must be submitted to the California Department of Housing and Community Development (HCD) within 60 days for review and comment.

CEQA COMPLIANCE:

This ordinance has been determined to statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorial Exemption – which exempts new construction or conversion of small structures, such as ADUs.

Action:

Staff recommends the Board of Supervisors take the following actions as recommended by the Planning Commission in Attachment 1, Resolution Number P.C. 2024-1 to:

1. Find that the amendments of and additions to Title 9 Planning and Zoning of the Plumas County Code by Ordinance for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), are exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorial Exemption – which exempts new construction or conversion of small structures, such as accessory dwelling units.

2. Adopt the Ordinance amending and adding to Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit “B” of Attachment 2, as amended by Planning Commission comments at the April 4, 2024, Planning Commission public hearing, and as amended by the Board of Supervisors comments at the April 16, 2024, Board of Supervisors public hearing.

Fiscal Impact:

Planning staff and the County's consultant (Workbench and Metta Urban Design) time is compensated under the SB2 State Planning Grant.

Attachments:

1. Resolution PC 2024-1-SIGNED_StateADU Law_ORD
2. ADU Ordinance 2024-

RESOLUTION NUMBER P.C. 2024-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT AN ORDINANCE BE ADOPTED AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2 DEFINITIONS; ARTICLE 4 GENERAL REQUIREMENTS; ARTICLE 5 NONCONFORMING STRUCTURES AND USES; ARTICLE 13 SINGLE-FAMILY RESIDENTIAL ZONE (2-R, 3-R, AND 7-R), ARTICLE 14 MULTIPLE-FAMILY RESIDENTIAL (M-R); ARTICLE 15 SUBURBAN ZONE (S-1); ARTICLE 16 SECONDARY SUBURBAN ZONE (S-3); ARTICLE 17 RURAL ZONE (R-10); ARTICLE 18 RURAL ZONE (R-20); ARTICLE 19 CORE COMMERCIAL ZONE (C-1); ARTICLE 20 PERIPHERY COMMERCIAL ZONE (C-2); ARTICLE 21 CONVENIENCE COMMERCIAL ZONE (C-3); ARTICLE 22 RECREATION COMMERCIAL ZONE (R-C); ARTICLE 23 RECREATION ZONES (REC-P, REC-1, REC-3, REC-10, REC-20); ARTICLE 25 HEAVY INDUSTRIAL ZONE (I-1); ARTICLE 26 LIGHT INDUSTRIAL ZONE (I-2); ARTICLE 30 AGRICULTURAL PRESERVE (A-P); ARTICLE 31 GENERAL AGRICULTURE ZONE (GA); ARTICLE 33 GENERAL FOREST ZONE (GF); ARTICLE 34 MINING ZONE (M); AND ADDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 45 ACCESSORY DWELLING UNITS; AND AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4 DEFINITIONS; AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER CALIFORNIA PUBLIC RESOURCES CODE SEC. 21080.17 AND CEQA GUIDELINES SECTION 15303 (CLASS 3) – CATEGORIAL EXEMPTION

WHEREAS, the California State Legislatures finds and declares accessory dwelling units are a valuable form of housing in California; accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods; homeowners who create accessory dwelling units benefit from added income, and an increased sense of security; allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California; California faces a severe housing crisis; the state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners; accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character; accessory dwelling units are, therefore, an essential component of California's housing supply; and

WHEREAS, it is the intent of the California State Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance; and

WHEREAS, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Articles 2, 4, 5, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 30, 31, 33, and 34; and adding Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 45 Accessory Dwelling Units; and amending Plumas County Code Title 9 Planning and Zoning, Chapter 9 State Responsibility Area Fire Safe Regulations, Article 4 is necessary for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), in zoning districts consistent with State ADU Law (California Government Code Sections 65852.150 through 65852.23); and

WHEREAS, the Planning Commission held a workshop on February 15, 2024, to review, take public comment, and propose amendments and additions to Plumas County Code Title 9 Planning and Zoning to establish ministerial permit procedures, development standards, and regulations for reviewing and approving ADUs and JADUs; and

WHEREAS, the Planning Commission held a properly noticed public hearing on April 4, 2024, for the proposed ADU Ordinance and received testimony from all interested parties.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find that the amendments of and additions to Title 9 Planning and Zoning of the Plumas County Code by Ordinance for the purpose of an Accessory Dwelling Unit (ADU) Ordinance, including Junior Accessory Dwelling Units (JADUs), are exempt from the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorial Exemption – which exempts new construction or conversion of small structures, such as accessory dwelling units.

2. Adopt the Ordinance amending and adding to Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 4th day of April, 2024, by the following roll call vote:

AYES:	Commissioners:	Spencer, Montgomery, West
NOES:	Commissioners:	None
ABSTAIN:	Commissioners:	None
ABSENT:	Commissioners:	Moorea-Hoffman Stout

Said resolution to be effective as of the 4th day of April, 2024.

Charles Leonhardt
Chair, Plumas County Planning Commission

ATTEST:

Marco Velazquez, Associate Planner, Clerk of the Planning Commission

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2, ARTICLE 4, ARTICLE 5, ARTICLE 13, ARTICLE 14, ARTICLE 15, ARTICLE 16, ARTICLE 17, ARTICLE 18, ARTICLE 19, ARTICLE 20, ARTICLE 21, ARTICLE 22, ARTICLE 23, ARTICLE 25, ARTICLE 26, ARTICLE 30, ARTICLE 31, ARTICLE 33, ARTICLE 34; AND ADDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 45; AND AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendments

Title 9 Planning and Zoning of the Plumas County Code is amended, deleted, or added to and adopted as set forth in the pre-adoption draft, as attached in Exhibit "A."

Chapter 2 Zoning, Article 2. Definitions**:**
Sec. 9-2.201.1. Accessory dwelling unit., Sec. 9-2.201.2. Accessory dwelling unit, attached., Sec. 9-2.201.3. Accessory dwelling unit, detached., Sec. 9-2.201.4. Accessory dwelling unit, conversion., Sec. 9-2.201.5. Accessory dwelling unit, junior., Sec. 9-2.213.5. Bed and breakfast inn., Sec. 9-2.232. Family., and Sec. 9-2.240. Guest house.
Chapter 2 Zoning, Article 4. General Requirements
Sec. 9-2.405. Camping., Sec. 9-2.408. Garages and carports., and Sec. 9-2.414. Parking and loading.
Chapter 2 Zoning, Article 5. Nonconforming Structures and Uses
Sec. 9-2.503. Nonconforming structures.
Chapter 2 Zoning, Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)
Sec. 9-2.1302. Uses (2-R, 3-R, 7-R)., and Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).
Chapter 2 Zoning, Article 14. Multiple-Family Residential Zone (M-R)
Sec. 9-2.1402. Uses (M-R)., and Sec. 9-2.1405. Yards (M-R).
Chapter 2 Zoning, Article 15. Suburban Zone (S-1)
Sec. 9-2.1502. Uses (S-1)., and Sec. 9-2.1505. Yards (S-1).
Chapter 2 Zoning, Article 16. Secondary Suburban Zone (S-3)
Sec. 9-2.1602. Uses (S-3)., and Sec. 9-2.1605. Yards (S-3).
Chapter 2 Zoning, Article 17. Rural Zone (R-10)
Sec. 9-2.1702. Uses (R-10)., and Sec. 9-2.1705. Yards (R-10).
Chapter 2 Zoning, Article 18. Rural Zone (R-20)
Sec. 9-2.1802. Uses (R-20)., and Sec. 9-2.1805. Yards (R-20).
Chapter 2 Zoning, Article 19. Core Commercial Zone (C-1)
Sec. 9-2.1902. Uses (C-1)., and Sec. 9-2.1905. Yards (C-1).
Chapter 2 Zoning, Article 20. Periphery Commercial Zone (C-2)
Sec. 9-2.2002. Uses. (C-2)., and Sec. 9-2.2005. Yards (C-2).
Chapter 2 Zoning, Article 21. Convenience Commercial Zone (C-3)
Sec. 9-2.2102. Uses (C-3)., and Sec. 9-2.2105. Yards (C-3).
Chapter 2 Zoning, Article 22. Recreation Commercial Zone (R-C)
Sec. 9-2.2202. Uses (R-C)., and Sec. 9-2.2205. Yards (R-C).
Chapter 2 Zoning, Article 23. Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)
Sec. 9-2.2302. Uses (Rec)., and Sec. 9-2.2305. Yards (Rec).
Chapter 2 Zoning, Article 25. Heavy Industrial Zone (I-1)
Sec. 9-2.2502. Uses (I-1)., and Sec. 9-2.2505. Yards (I-1).
Chapter 2 Zoning, Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2)., and Sec. 9-2.2605. Yards (I-2).
Chapter 2 Zoning, Article 30. Agricultural Preserve Zone (AP)
Sec. 9-2.3002. Uses (AP)., and Sec. 9-2.3005. Yards (AP).
Chapter 2 Zoning, Article 31. General Agriculture Zone (GA)
Sec. 9-2.3102. Uses (GA)., and Sec. 9-2.3105. Yards (GA).
Chapter 2 Zoning, Article 33. General Forest Zone (GF)
Sec. 9-2.3302. Uses (GF)., and Sec. 9-2.3305. Yards (GF).
Chapter 2 Zoning, Article 34. Mining Zone (M)
Sec. 9-2.3402. Uses (M)., and Sec. 9-2.3405. Yards (M).
Chapter 2 Zoning, Article 45: Accessory Dwelling Units
Sec. 9-2.4501. Purpose and intent., Sec. 9-2.4502. Applicability., Sec. 9-2.4503. Definitions., Sec. 9-2.4504. Permit procedures., Sec. 9-2.4505. Development standards., Sec. 9-2.4506. Parking., Sec. 9-2.4507. Additional requirements., and Sec. 9-2.4508. Junior accessory dwelling units.
Chapter 9 State Responsibility Area Fire Safe Regulations, Article 4. Definitions
Sec. 9-9.404. Dwelling.

SECTION 2. Effective Date

This ordinance shall become effective 30 days from the date of final passage.

SECTION 3. Codification

This ordinance shall be codified as set forth in the final draft as attached in Exhibit "B."

SECTION 4. CEQA

The ordinance adoption is statutorily exempt from the requirements of the California Environmental Quality Act (CEQA) under California Public Resources Code Sec. 21080.17, which exempts the adoption of an accessory dwelling unit ordinance to implement the provisions of Government Code Sec. 65852.2 (State ADU Law), and CEQA Guidelines Section 15303 (Class 3) – Categorial Exemption – which exempts new construction or conversion of small structures, such as ADUs.

SECTION 5. Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors' chambers and shall remain posted thereafter for at least one (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 16th day of April 2024, and passed and adopted on the 7th day of May 2024 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____

Greg Hagwood, Chair of the Board of Supervisors

ATTEST:

_____

Allen Hiskey, Clerk of the Board of Supervisors

PRE-ADOPTION DRAFT
"EXHIBIT A"

PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 2 ZONING

Article 2. Definitions

Sec. 9-2.201.1. Accessory dwelling unit.

"Accessory dwelling unit" or "ADU" shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same parcel as ~~the~~ a proposed or existing single-family dwelling unit or multiple-family dwelling structure is or will be situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

~~An accessory dwelling unit shall either be attached to the existing dwelling unit, or located within the living area of the existing dwelling unit, or detached from the existing dwelling unit and located on the same property as the existing dwelling unit. The increased floor area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area, with a maximum increase in floor area of 1,200 square feet. The total area of floorspace for a detached accessory dwelling unit shall not exceed 1,200 square feet, excluding garages or any accessory structure. No passageway from any street to an entrance of the accessory dwelling unit shall be required.~~

Sec. 9-2.201.2. Accessory dwelling unit, attached.

"Attached accessory dwelling unit" shall mean a second independent living unit attached to the primary dwelling unit.

Sec. 9-2.201.3. Accessory dwelling unit, detached.

"Detached accessory dwelling unit" shall mean a second independent living unit separated from the primary dwelling unit.

Sec. 9-2.201.4. Accessory dwelling unit, conversion.

"Conversion accessory dwelling unit" shall mean a space such as a garage, primary bedroom, or other accessory structure that is converted into a second independent living unit.

Sec. 9-2.201.5. Accessory dwelling unit, junior.

"Junior accessory dwelling unit" or "JADU" shall mean a type of accessory dwelling unit that is contained entirely within the primary dwelling unit, including attached garages and shall not exceed 500 square feet. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing primary dwelling unit.

Sec. 9-2.213.5. Bed and breakfast inn.

"Bed and breakfast inn" shall mean a lodging facility where:

(a) The maximum number of guest rooms:

(1) Does not exceed five (5); except

(2) If the number of dwelling units and additional quarters and the ~~one guest house~~ accessory dwelling units as would be permitted by the zoning for the property and the size of the property, both as permitted uses and as uses subject to issuance of a planned development permit, less one for the residence of the owner or manager, would be more than five (5), then the maximum number of guest rooms does not exceed that number.

(b) The owner or manager resides on the property;

(c) Meals are served to guests of the inn only;

(d) On-site parking is adequately screened from view from the street;

(e) The use maintains the architectural integrity of the building and the character of the neighborhood; and

(f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four (24) square feet where the use is in the Multiple-Family Residential Zone (M-R).

Sec. 9-2.232. Family.

"Family" shall mean ~~a person or persons living as an economic unit~~ one or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

~~Sec. 9-2.240. Guest house.~~

~~"Guest house" shall mean an independent structure of an area of no more than 1,200 square feet, excluding garages and carports.~~

Article 4. General Requirements

Sec. 9-2.405. Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Areas as designated by the General Plan if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the ~~guest house~~ accessory dwelling units permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a camp ground use for the purposes of this chapter.

Sec. 9-2.408. Garages and carports.

(a) *Garage and carport conversion.* Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. ~~A setback of no more than five (5') feet from the side and rear lot lines shall be required for an accessory dwelling unit that is constructed above a garage.~~ For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

(b) *Garages.*

(1) Garages shall be located not closer than forty (40') feet from the center line of the street nor ten (10') feet from the front line, whichever is greater, except as set forth below.

(2) Garages need not be set back further than the minimum front yard for the zone in which they are located.

(3) Where the front yard adjoins a Class 7 road, garages shall be no closer than thirty-five (35') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(4) Where the front yard adjoins a Class 8 road, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(c) *Carports.*

(1) Carports shall be located not closer than thirty (30') feet from the center line of the street, except as set forth below.

(2) Carports need not be set back further than the minimum front yard for the zone in which they are located.

(3) Where the front yard adjoins a Class 7 road, carports shall be no closer than twenty-five (25') feet from the center line of the street.

(4) Where the front yard adjoins a Class 8 road, carports shall be no closer than twenty (20') feet from the center line of the street.

(5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, carports shall be no closer than twenty (20') feet from the center line of the street.

(6) In no case shall a carport extend beyond the front line.

(d) *Roof shedding.* In no case shall the roof of a garage or carport shed onto the road right-of-way.

Sec. 9-2.414. Parking and loading.

(a) *Application.* Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.

(b) *Number of spaces.* Off-street parking spaces shall be provided at the rates set forth below:

Basis	Parking Spaces
Dwelling units	Two
Accessory dwelling units	One, except as modified ~~below~~ in Article 45, Accessory Dwelling Units, of this chapter
Additional quarters	One
~~Guest houses~~	~~One~~
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

~~No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:~~

~~(1) The accessory dwelling unit is located within one-half mile of public transit.~~

~~(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.~~

~~(3) The accessory dwelling unit is part of the existing primary residence or an existing accessory structure.~~

~~(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.~~

~~(5) When there is a car share vehicle located within one block of the accessory dwelling unit.~~

	Loading Spaces
Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof

(c) *Design.*

(1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpen-dicular to Depth	One-Way	Two-Way
0° (Parallel)	8'	20'	12'	22'
45°	16'	12'	15'	22'
60°	18'	10'	20'	22'
90° (Perpen-dicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units~~,~~ and additional quarters ~~and guest houses~~ shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units~~,~~ and additional quarters ~~and guest houses~~ when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units~~,~~ and ~~guest houses and~~ additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used.

All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

(2) *Loading spaces.* The following shall be the minimum loading space design standards:

Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'
Industrial	10'	50'	14'

Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

(3) *Boat ramps.* Boat ramp parking spaces shall be thirty-five (35') feet long.

Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

(a) *Repair, maintenance, and internal alterations.* A lawful nonconforming structure may be repaired, maintained, or altered internally, unless otherwise restricted.

(b) *Restoration.* A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one year after the occurrence of the damage or upon the issuance of a special use permit.

(c) *Enlargement.*

(1) A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance~~.~~; except as modified below:

(1.1) Enlargement of an accessory dwelling unit as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(2) A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.

(d) *Relocation.* A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform with the regulations of the zone in which the structure will be located after the move.

Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

(a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):

(1) One dwelling unit; ~~one accesssory dwelling unit;~~ and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns~~.~~; and

(3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.~~; and~~

~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~

~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R).

(a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):

(1) Dwelling units and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area;~~ accessory dwelling units; and~~

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, emergency shelter, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.

(c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None and;

(b) Side and rear yards: Five (5') feet per story.; and

~~(c) Setback for existing garage that is converted to an accessory dwelling unit: None; and~~

~~(d) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Five (5') feet.~~

Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1).

(a) The following uses shall be permitted in the Suburban Zone (S-1):

(1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional detached dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3).

(a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):

(1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional dwelling unit on any parcel of twice or more the minimum lot area; ~~and~~

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, nurseries, and animal breeding and boarding.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1605. Yards (S-3).

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10).

(a) The following uses shall be permitted in the Rural Zone (R-10):

(1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and

(3) Wildlife management, kennels, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1705. Yards (R-10).

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20).

(a) The following uses shall be permitted in the Rural Zone (R-20):

(1) One dwelling unit, including additional quarters; ~~one guest house;~~ and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and

(3) Wildlife management, kennels, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1805. Yards (R-20).

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 19. Core Commercial Zone (C-1)

Sec. 9-2.1902. Uses (C-1).

(a) The following uses shall be permitted in the Core Commercial Zone (C-1):

(1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots.

(2) Lodging on the second floor if the entire first floor is in commercial use.

(3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use; ~~and~~

(4) Dwelling units on the second floor if the entire first floor is in commercial use~~.~~; and

(5) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.

(c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1905. Yards (C-1).

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2).

(a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):

(1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~

(3) Dwelling units on the second floor if the entire first floor is in commercial use~~.~~; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and

(2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.

(d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2005. Yards (C-2).

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3).

(a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):

(1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services.

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel; ~~and~~

(3) Dwelling units on the second floor if the entire first floor is in commercial use~~.~~; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.

(c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2105. Yards (C-3).

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 22. Recreation Commercial Zone (R-C)

Sec. 9-2.2202. Uses (R-C).

(a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):

(1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel; ~~and~~

(3) Dwelling units on the second floor if the entire first floor is in commercial use~~.~~; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.

(d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2205. Yards (R-C).

The minimum yard requirements in the Recreation Commercial Zone (R-C shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 23. Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec).

(a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):

(1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;

(2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns; and

(3) One dwelling unit, including additional quarters, or limited residential alcohol and drug recovery facility~~.~~; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.

(2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.

(3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.

(c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:

(1) Rec-P: Seven (7) per acre;

(2) Rec-1: One to three (3) acres per dwelling unit;

(3) Rec-3: Three (3) to ten (10) acres per dwelling unit;

(4) Rec-10: Ten (10) to twenty (20) acres per dwelling unit; and

(5) Rec-20: Twenty (20) acres per dwelling unit.

(d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2305. Yards (Rec).

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1).

(a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:

(1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;

(2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;

(3) One dwelling unit, including additional quarters, when in conjunction with an industrial use; ~~and~~

(3.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(4) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit.

(1) Mining, and public service facilities; and

(2) Permitted uses which exceed the height limitations.

(c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2505. Yards (I-1).

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2).

(a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:

(1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;

(2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;

(3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;

(4) One dwelling unit, including additional quarters, when in conjunction with an industrial use; ~~and~~

(4.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(5) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.

(c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2605. Yards (I-2).

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and

(b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

(a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):

(1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;

(2) One (1) dwelling unit; ~~and~~

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, bed and breakfast inns, and commercial social events; and

(2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.

(c) The following use shall be permitted subject to the issuance of an administrative use permit:

(1) Commercial social events, limited.

Sec. 9-2.3005. Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

(a) The following uses shall be permitted in the General Agriculture Zone (GA):

(1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;

(2) One (1) dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; ~~and~~

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes, limited child day care homes, and home businesses.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, hunting clubs, and commercial social events; and

(2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units at the ratio of up to one (1) per forty (40) acres of lot area.

(d) The following use shall be permitted subject to the issuance of an administrative use permit:

(1) Commercial social events, limited.

Sec. 9-2.3105. Yards (GA).

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

Article 33. General Forest Zone (GF)

Sec. 9-2.3302. Uses (GF).

(a) The following uses shall be permitted in the General Forest Zone (GF):

(1) Timber management, agriculture, wildlife management, and animal breeding and boarding;

(2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit; ~~and~~

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes, limited child day care homes, and home businesses.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.

(d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3305. Yards (GF).

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

Article 34. Mining Zone (M)

Sec. 9-2.3402. Uses (M).

(a) The following uses shall be permitted in the Mining Zone (M):

(1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;

(2) One dwelling unit; ~~and~~

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:

(1) Hydroelectric generation.

(c) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Recreation facilities and public service facilities.

(d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3405. Yards (M).

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet.

PRE-ADOPTION DRAFT
"EXHIBIT A"
PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 2 ZONING

Article 45: Accessory Dwelling Units

Sec. 9-2.4501. Purpose and intent.

The purpose of this article is to establish accessory dwelling unit (ADU), including junior accessory dwelling unit (JADU) ministerial permit procedures, development standards, and regulations consistent with State ADU Law.

Sec. 9-2.4502. Applicability.

Attached, detached, and conversion accessory dwelling units and junior accessory dwelling units shall be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of this article.

Sec. 9-2.4503. Definitions.

(a) "Accessory dwelling unit" shall be as defined in Section 9-2.201.1 of this Chapter.

(b) "Accessory dwelling unit, attached" shall be as defined in Section 9-2.201.2 of this Chapter.

(c) "Accessory dwelling unit, detached" shall be as defined in Section 9-2.201.3 of this Chapter.

(d) "Accessory dwelling unit, conversion" shall be as defined in Section 9-2.201.4 of this Chapter.

(e) "Accessory dwelling unit, junior" shall be as defined in Section 9-2.201.5 of this Chapter.

(f) "Efficiency kitchen" also known as a "kitchenette," shall be defined to include: (1) a cooking facility with appliances, (2) a food preparation counter, and (3) storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(g) "Living area" shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(h) "Multiple-Family Dwelling Structure" shall mean a structure with two or more attached dwelling units on a single parcel.

(i) "Primary Dwelling Unit" also known as a "Dwelling unit" shall be as defined in Section 9-2.228 of this Chapter.

(j) "Public transit" shall mean various means of transportation such as buses that are available to the public, charge set fees, and run on fixed routes.

(k) "Tandem parking" shall mean two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.

(l) "Walking distance" shall mean the distance a pedestrian must travel to reach public transit.

Sec. 9-2.4504. Permit procedures.

(a) The Building Department shall approve or deny a ministerial building permit for an accessory dwelling unit or junior accessory dwelling unit without discretionary review or a hearing, consistent with the provisions of this chapter and state law, within sixty (60) days of submittal of a complete building permit application if there is an existing single-family dwelling unit or multiple-family dwelling structure on the lot.

(b) If the Building Department has not acted upon the accessory dwelling unit or junior accessory dwelling unit application within sixty (60) days, the application shall be deemed approved.

(c) If the Building Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, the Building Department shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(d) For pre-approved accessory dwelling units, the Building Department shall issue an expedited building permit within thirty (30) days of submittal of a complete building permit application.

Sec. 9-2.4505. Development standards.

Accessory dwelling units shall be subject to the California Building Code and the following development standards:

(a) Number of accessory dwelling units per parcel.

(1) For parcels with an existing or proposed single-family dwelling unit(s) the following shall be permitted:

(i) one attached or conversion accessory dwelling unit; and

(ii) one new construction detached accessory dwelling unit; and

(iii) one junior accessory dwelling unit (conforming to the standards set forth in Section 9-2.4508).

(2) For parcels with an existing or proposed multiple-family dwelling structure(s) the following shall be permitted:

(i) two detached accessory dwelling units; and

(ii) at least one conversion accessory dwelling unit from non-living area space with the total number of interior accessory dwelling unit conversions being limited to no more than twenty-five (25%) percent of the total number of dwelling units in the multiple-family dwelling structure, but not less than one.

(3) For parcels with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:

(i) two detached accessory dwelling units; and

(ii) one conversion accessory dwelling unit from the living area space of an existing dwelling unit.

(b) Guaranteed allowance of statewide exemption ADU.

(1) An accessory dwelling unit up to 800 square feet, sixteen (16') feet in height, and with four (4') foot side and rear yard setbacks shall be known as a statewide exemption ADU and shall not be prohibited.

(2) No lot coverage, floor area ratio, open space requirement, or minimum lot area limitation shall preclude the construction of a statewide exemption ADU.

(c) Unit Size, Lot Area, and Coverage.

(1) Accessory dwelling units are exempt from minimum lot area and coverage requirements.

(2) The living area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area of the primary dwelling unit, or 800 square feet, whichever is greater, but in no case shall an attached accessary dwelling unit exceed 1,200 square feet.

(3) The total living area of a detached accessory dwelling unit shall not exceed 1,200 square feet.

(4) An accessory dwelling unit created within an existing accessory structure may be expanded up to 150 square feet, but this expansion shall be limited to accommodating ingress and egress.

(5) The conversion of an existing detached accessory structure or conversion of a portion of an existing primary dwelling unit, as well as new construction of detached accessory dwelling units created with an existing or proposed multiple-family dwelling structure do not have unit size limitations.

(d) Height.

(1) Accessory dwelling units shall not exceed thirty-five (35') feet in height.

(e) Yards.

(1) The minimum yard requirements shall be as follows:

(i) Front yard setbacks cannot prevent the creation of an accessory dwelling unit less than 800 square feet; and

(ii) Front, side, and rear setbacks for existing structures converted to an accessory dwelling unit, existing structures partially converted to an accessory dwelling unit, or accessory dwelling units constructed in the same location and to the same dimensions as an existing structure: None; and

(iii) Side and rear yard setbacks for an accessory dwelling unit: Four (4') feet; and

(iv) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Four (4') feet.

(f) Utilities.

(1) An accessory dwelling unit may be metered separately from the primary dwelling unit for gas, electricity, communications, water, and sewer services.

(2) An accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.

(3) An accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(g) Utility connection fees or capacity charges.

(1) Utility connection fees or capacity charges may not be imposed on a conversion accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Fire sprinklers.

(1) Fire sprinklers shall be required to be installed in an accessory dwelling unit where fire sprinklers are required by building codes for the proposed primary dwelling unit.

(2) Fire sprinklers shall not be required to be installed in an accessory dwelling unit where fire sprinklers were not required by building codes for the existing primary dwelling unit.

(3) In no case shall the new construction of an accessory dwelling unit trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit.

(i) Solar Photovoltaic (PV) System

(1) New construction detached accessory dwelling units shall be required to install a solar PV system, and the solar PV system can be ground mounted, installed on the roof of the detached accessory dwelling unit, or on the roof of the primary dwelling unit.

(2) Attached accessory dwelling units and conversion accessory dwelling units shall not be required to install a solar PV system.

Sec. 9-2.4506. Parking.

(a) *Number of spaces.* One off-street parking space is required for accessory dwelling units, except as modified below:

(1) No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(iii) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure.

(iv) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(v) When there is a car share vehicle located within one block of the accessory dwelling unit.

(vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multiple-family dwelling structure on the same lot.

(b) *Configuration.* If a parking space is required for an accessory dwelling unit, the space may be located within any setback area or in a tandem configuration on a driveway.

(c) *Displacement of existing parking.* When accessory dwelling units are created through the conversion of a garage, carport, or covered parking structure, replacement of off-street parking spaces shall not be required.

Sec. 9-2.4507. Additional requirements.

(a) Impact fees.

(1) Accessory dwelling units shall not be subject to impact fees.

(b) Existing nonconforming units.

(1) No public improvements shall be required for the creation or conversion of an accessory dwelling unit.

(2) As a condition for ministerial approval of an accessory dwelling unit, an applicant shall not be required to correct nonconforming zoning conditions.

(c) Separate conveyance.

(1) The separate conveyance of an accessory dwelling unit shall be permitted in compliance with State ADU Law.

(d) Rental/leasing agreements.

(1) Accessory dwelling units may be leased separate from the primary dwelling unit for terms longer than thirty (30) days, except that a statewide exemption ADU shall be leased for terms longer than thirty (30) days.

(e) Covenants, Restrictions, and Conditions (CC&Rs)

(1) Pursuant to California Civil Code Sec. 4751, CC&Rs cannot prohibit or unreasonably restrict the construction or use of an accessory dwelling unit. For purposes of this subdivision, unreasonable restrictions mean restrictions that unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct an accessory dwelling unit.

Sec. 9-2.4508. Junior accessory dwelling units.

Junior accessory dwelling units shall be subject to the California Building Code and the following development standards:

(a) Number of junior accessory dwelling units per parcel.

(1) For parcels developed with an existing or proposed single-family dwelling unit the following shall be permitted:

(i) One junior accessory dwelling unit is permitted within the existing or proposed walls of the primary single-family dwelling unit. Enclosed uses within the primary dwelling unit, such as attached garages, are considered a part of the proposed or existing primary dwelling unit.

(2) For parcels with an existing or proposed multiple-family dwelling structure(s) junior accessory dwelling units shall not be permitted.

(3) For parcels developed with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:

(i) One junior accessory dwelling unit is permitted within the existing or proposed walls of a dwelling unit. Enclosed uses, such as attached garages, are considered a part of the proposed or existing dwelling unit.

(4) Junior accessory dwelling units shall not be permitted in accessory structures, with the exception of attached garages.

(5) A junior accessory dwelling unit can be combined with a detached accessory dwelling unit on the same parcel.

(b) Unit size.

(1) Junior accessory dwelling units shall not exceed 500 square feet.

(c) Features/facilities.

(1) Each junior accessory dwelling unit shall, at minimum, include:

(i) Exterior access, separate from the interior entry to the primary dwelling unit.

(ii) One accessible bathroom, which can be located in the primary dwelling unit. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(iii) One efficiency kitchen, as defined in Section 9-2.4504.

(d) Utilities.

(1) A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including connection fees.

(2) A junior accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.

(3) A junior accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(e) Fire sprinklers.

(1) Junior accessory dwelling units shall be required to install fire sprinklers if either of the following conditions exist:

(i) The primary dwelling unit has fire sprinklers.

(ii) There are any active improvements or additions that would require the primary dwelling unit to install fire sprinklers.

(f) Solar Photovoltaic (PV) System

(1) Junior accessory dwelling units shall not be required to install a solar PV system.

(g) Utility connection fees or capacity charges.

(1) Utility connection fees or capacity charges may not be imposed on a junior accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Separate conveyance.

(1) The sale of the junior accessory dwelling unit separate from the sale of the primary dwelling unit is not permitted.

(i) Owner-occupancy requirement.

(1) The property owner must permanently reside in either the primary dwelling unit or the junior accessory dwelling unit; however, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(j) Covenants, Conditions, and Restrictions (CC&Rs)

(1) Pursuant to California Civil Code Sec. 4751, CC&Rs cannot prohibit or unreasonably restrict the construction or use of a junior accessory dwelling unit. For purposes of this subdivision, unreasonable restrictions mean restrictions that unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct a junior accessory dwelling unit.

PRE-ADOPTION DRAFT
"EXHIBIT A"
PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS

Article 4. Definitions

Sec. 9-9.404. Dwelling.

"Dwelling" shall mean a building, or portion of a building, which provides for sleeping, cooking, eating, and sanitation for one family (as defined in Section 9-2.2283~~2~~ of Chapter 2 of this Title).~~; and shall mean any additional quarters and guest house.~~

FINAL
"EXHIBIT B"

PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 2 ZONING

Article 2. Definitions

Sec. 9-2.201.1. Accessory dwelling unit.

"Accessory dwelling unit" or "ADU" shall mean an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same parcel as a proposed or existing single-family dwelling unit or multiple-family dwelling structure is or will be situated. An accessory dwelling unit shall also include an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code and a manufactured home, as defined in Section 18007 of the Health and Safety Code. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

Sec. 9-2.201.2. Accessory dwelling unit, attached.

"Attached accessory dwelling unit" shall mean a second independent living unit attached to the primary dwelling unit.

Sec. 9-2.201.3. Accessory dwelling unit, detached.

"Detached accessory dwelling unit" shall mean a second independent living unit separated from the primary dwelling unit.

Sec. 9-2.201.4. Accessory dwelling unit, conversion.

"Conversion accessory dwelling unit" shall mean a space such as a garage, primary bedroom, or other accessory structure that is converted into a second independent living unit.

Sec. 9-2.201.5. Accessory dwelling unit, junior.

"Junior accessory dwelling unit" or "JADU" shall mean a type of accessory dwelling unit that is contained entirely within the primary dwelling unit, including attached garages and shall not exceed 500 square feet. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing primary dwelling unit.

Sec. 9-2.213.5. Bed and breakfast inn.

"Bed and breakfast inn" shall mean a lodging facility where:

(a) The maximum number of guest rooms:

(1) Does not exceed five (5); except

(2) If the number of dwelling units and additional quarters and the accessory dwelling units as would be permitted by the zoning for the property and the size of the property, both as permitted uses and as uses subject to issuance of a planned development permit, less one for the residence of the owner or manager, would be more than five (5), then the maximum number of guest rooms does not exceed that number.

(b) The owner or manager resides on the property;

(c) Meals are served to guests of the inn only;

(d) On-site parking is adequately screened from view from the street;

(e) The use maintains the architectural integrity of the building and the character of the neighborhood; and

(f) There is no more than one business sign of no more than six (6) square feet, or no more than one business sign of no more than twenty-four (24) square feet where the use is in the Multiple-Family Residential Zone (M-R).

Sec. 9-2.232. Family.

"Family" shall mean one or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

Article 4. General Requirements

Sec. 9-2.405. Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas as designated by the General Plan, except within camp grounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Areas as designated by the General Plan if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the accessory dwelling units permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a camp ground use for the purposes of this chapter.

Sec. 9-2.408. Garages and carports.

(a) *Garage and carport conversion.* Garages and carports may be converted to other uses only if they meet the yard requirements of the zone in which the garage or carport is located, except that no setback shall be required for an existing garage that is converted to an accessory dwelling unit. For more information on accessory dwelling units, refer to Article 45, Accessory Dwelling Units, of this chapter.

(b) *Garages.*

(1) Garages shall be located not closer than forty (40') feet from the center line of the street nor ten (10') feet from the front line, whichever is greater, except as set forth below.

(2) Garages need not be set back further than the minimum front yard for the zone in which they are located.

(3) Where the front yard adjoins a Class 7 road, garages shall be no closer than thirty-five (35') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(4) Where the front yard adjoins a Class 8 road, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, garages shall be no closer than thirty (30') feet from the center line of the street or ten (10') feet from the front line, whichever is greater.

(c) *Carports.*

(1) Carports shall be located not closer than thirty (30') feet from the center line of the street, except as set forth below.

(2) Carports need not be set back further than the minimum front yard for the zone in which they are located.

(3) Where the front yard adjoins a Class 7 road, carports shall be no closer than twenty-five (25') feet from the center line of the street.

(4) Where the front yard adjoins a Class 8 road, carports shall be no closer than twenty (20') feet from the center line of the street.

(5) Where the front yard adjoins a Class 9 or 10 road with a projected traffic volume or 400 ADT or less, determined as set forth in Section 9-4.703 of Article 7 of Chapter 4 of this Title, carports shall be no closer than twenty (20') feet from the center line of the street.

(6) In no case shall a carport extend beyond the front line.

(d) *Roof shedding.* In no case shall the roof of a garage or carport shed onto the road right-of-way.

Sec. 9-2.414. Parking and loading.

(a) *Application.* Listed in this section are the minimum off-street parking requirements. Uses involving the receipt and distribution of materials shall be subject to the minimum loading space requirements. Where parking and loading requirements cannot be based solely upon the uses listed, the Planning Director shall determine the requirements or the additional requirements. Any parking and loading requirements may be modified, as necessary, by the Planning Director.

(b) *Number of spaces.* Off-street parking spaces shall be provided at the rates set forth below:

Basis	Parking Spaces
Dwelling units	Two
Accessory dwelling units	One, except as modified in Article 45, Accessory Dwelling Units, of this chapter
Additional quarters	One
Employees	One for each of the employees working at one time
Seating	One for every four seats, or fraction thereof
Sales and service floor areas	One for each 500 square feet, or fraction thereof
Boat ramps	Twenty

Basis	Loading Spaces
Any of floor, storage or merchandise areas or combinations thereof	One for each 5,000 square feet, or fraction thereof

(c) *Design.*

(1) *Parking lots.* The following shall be the minimum parking lot design standards:

Angle of Space	Parking Space Dimensions		Maneuvering Aisle Width	
	Depth	Width Perpen-dicular to Depth	One-Way	Two-Way
0° (Parallel)	8'	20'	12'	22'
45°	16'	12'	15'	22'
60°	18'	10'	20'	22'
90° (Perpen-dicular)	18'	9'	27'	27'

All maneuvering aisles shall be off-street. When five (5) or more spaces are required, maneuvering aisles and all required parking spaces shall be provided off-street and on-site. When four (4) or fewer spaces are required, the requirement for off-street parking shall be waived if the property has sufficient street frontage to provide for the number of waived spaces; except that off-street parking required for dwelling units and additional quarters shall not be waived. When off-street parking of four (4) or fewer spaces is provided, maneuvering aisles shall be provided. Maneuvering aisles shall not be required for off-street parking required for dwelling units and additional quarters when four (4) or fewer spaces are required. Maneuvering aisles shall be required for off-street parking required for dwelling units and additional quarters when five (5) or more spaces are required. All spaces shall have unimpeded access. Where parking rows opposite each other are of different angles and share the same maneuvering aisle, the greater of two (2) required widths shall be used.

All spaces along property lines shall have a minimum six (6") inch by six (6") inch raised curb or equivalent barrier precluding entry from other property or from streets not used for maneuvering.

(2) *Loading spaces.* The following shall be the minimum loading space design standards:

Use	Width	Depth	Clearance Height
Commercial	10'	35'	14'
Industrial	10'	50'	14'

Exits from loading spaces onto streets shall not be made by backing, and entries to loading spaces shall not be made by maneuvering in the traveled way of the street.

(3) *Boat ramps.* Boat ramp parking spaces shall be thirty-five (35') feet long.

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Article 5. Nonconforming Structures and Uses

Sec. 9-2.503. Nonconforming structures.

(a) *Repair, maintenance, and internal alterations.* A lawful nonconforming structure may be repaired, maintained, or altered internally, unless otherwise restricted.

(b) *Restoration.* A lawful nonconforming structure which is damaged to an extent which does not permit use for the intended purpose may be restored either within one year after the occurrence of the damage or upon the issuance of a special use permit.

(c) *Enlargement.*

(1) A structure, lawfully nonconforming as to yard requirements, height, or lot coverage, may not be added to or enlarged unless the additions and enlargements are made in conformance with the regulations of the applicable zone or upon the issuance of a variance except as modified below:

(1.1) Enlargement of an accessory dwelling unit as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(2) A structure, lawfully nonconforming for reasons other than those set forth in subsection (1) of this subsection, may be added to or enlarged upon the issuance of a special use permit.

(d) *Relocation.* A lawful nonconforming structure shall not be moved to any other lot or to any other portion of the lot on which it is presently located unless, as a result of the move, the structure shall conform with the regulations of the zone in which the structure will be located after the move.

Article 13. Single-Family Residential Zones (2-R, 3-R, 7-R)

Sec. 9-2.1302. Uses (2-R, 3-R, 7-R).

(a) The following uses shall be permitted in the Single-Family Residential Zones (2-R, 3-R, 7-R):

(1) One dwelling unit; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home businesses and bed and breakfast inns; and

(3) Backyard chickens as set forth in Article 43, Backyard Chickens, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, child day care facilities, community care facilities, 4-H and FFA animal projects, home businesses, parks, places of assembly, public utility facilities, public service facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1305. Yards (2-R, 3-R, 7-R).

The minimum yard requirements in the Single-Family Residential Zones (2-R, 3-R, 7-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story

Article 14. Multiple-Family Residential Zone (M-R)

Sec. 9-2.1402. Uses (M-R).

(a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):

(1) Dwelling units and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, emergency shelter, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, limited home business, one- or two-person business offices, and one- or two-person personal services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H and FFA animal projects, health services, home businesses, limited administrative offices, lodging facilities, parking lots, places of assembly, public utility facilities, public service facilities, recreation facilities, rooming facilities, and schools.

(c) Telecommunications facilities in the Multiple-Family Residential Zone (M-R) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1405. Yards (M-R).

The minimum yard requirements in the Multiple-Family Residential Zone (M-R) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None; and

(b) Side and rear yards: Five (5') feet per story

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Article 15. Suburban Zone (S-1)

Sec. 9-2.1502. Uses (S-1).

(a) The following uses shall be permitted in the Suburban Zone (S-1):

(1) One dwelling unit, including additional quarters; and one additional detached dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, home businesses, small animal husbandry, and horticulture.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, 4-H breeding projects and FFA animal projects, nurseries, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Suburban Zone (S-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1505. Yards (S-1).

The minimum yard requirements in the Suburban Zone (S-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 16. Secondary Suburban Zone (S-3)

Sec. 9-2.1602. Uses (S-3).

(a) The following uses shall be permitted in the Secondary Suburban Zone (S-3):

(1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, horticulture, home businesses, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, nurseries, and animal breeding and boarding.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation-oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Secondary Suburban Zone (S-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1605. Yards (S-3).

The minimum yard requirements in the Secondary Suburban Zone (S-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 17. Rural Zone (R-10)

Sec. 9-2.1702. Uses (R-10).

(a) The following uses shall be permitted in the Rural Zone (R-10):

(1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facility, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and

(3) Wildlife management, kennels, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facility, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Rural Zone (R-10) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1705. Yards (R-10).

The minimum yard requirements in the Rural Zone (R-10) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

Article 18. Rural Zone (R-20)

Sec. 9-2.1802. Uses (R-20).

(a) The following uses shall be permitted in the Rural Zone (R-20):

(1) One dwelling unit, including additional quarters; and one additional dwelling unit on any parcel of twice or more the minimum lot area, any of which may be alternative housing;

(1.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter;

(2) Child day care homes, limited child day care homes, limited residential alcohol and drug recovery facilities, limited residential community care facilities, small animal husbandry, large animal husbandry, home businesses, and horticulture; and

(3) Wildlife management, kennels, and veterinary services.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, bed and breakfast inns, child day care facilities, community care facilities, places of assembly, public utility facilities, public service facilities, recreation facilities, and schools; and

(2) Home industry, commercial animal husbandry, agricultural auction yards, limited electric generation, mining, nurseries, shooting ranges, animal breeding and boarding, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units and manufactured homes, including those in recreation oriented residential developments, at the ratio of up to one dwelling unit or manufactured home for each unit of minimum lot area within the area of the parcel.

(d) Telecommunications facilities in the Rural Zone (R-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1805. Yards (R-20).

The minimum yard requirements in the Rural Zone (R-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet per story.

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Article 19. Core Commercial Zone (C-1)

Sec. 9-2.1902. Uses (C-1).

(a) The following uses shall be permitted in the Core Commercial Zone (C-1):

(1) Business offices, child day care homes, limited child day care homes, child day care facilities, personal services, retail stores, taverns, restaurants, and parking lots;

(2) Lodging on the second floor if the entire first floor is in commercial use;

(3) One dwelling unit, including additional quarters, where the residential uses does not exceed the floor area of the commercial use;

(4) Dwelling units on the second floor if the entire first floor is in commercial use; and

(5) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, limited electric generation, gas stations, health service, mining, places of assembly, postal services, public service facilities, public utility facilities, recreation facilities, schools, and community care facilities.

(c) Telecommunications facilities in the Core Commercial Zone (C-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.1905. Yards (C-1).

The minimum yard requirements in the Core Commercial Zone (C-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 20. Periphery Commercial Zone (C-2)

Sec. 9-2.2002. Uses. (C-2).

(a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):

(1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and parking lots;

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel;

(3) Dwelling units on the second floor if the entire first floor is in commercial use; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, indoor shooting ranges, storage, transport stations, undertaking, used goods sales, veterinary services, warehousing, and wholesaling; and

(2) Assembly, manufacturing, and processing which are based upon materials which are already in processed form.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.

(d) Telecommunications facilities in the Periphery Commercial Zone (C-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2005. Yards (C-2).

The minimum yard requirements in the Periphery Commercial Zone (C-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 21. Convenience Commercial Zone (C-3)

Sec. 9-2.2102. Uses (C-3).

(a) The following uses shall be permitted in the Convenience Commercial Zone (C-3):

(1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, heavy equipment services, farm supply sales, health services, laundromats™, lodging facilities, personal services, places of assembly, limited recycling facilities, postal services, recreation facilities, restaurants, retail stores, taverns, parking lots, and vehicle services;

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit on the rear fifty (50%) percent of the parcel;

(3) Dwelling units on the second floor if the entire first floor is in commercial use; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facility, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, schools, storage, used goods sales, veterinary services, and transport stations.

(c) Telecommunications facilities in the Convenience Commercial Zone (C-3) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2105. Yards (C-3).

The minimum yard requirements in the Convenience Commercial Zone (C-3) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: None, except ten (10') feet when adjacent to a residentially zoned parcel; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 22. Recreation Commercial Zone (R-C)

Sec. 9-2.2202. Uses (R-C).

(a) The following uses shall be permitted in the Recreation Commercial Zone (R-C):

(1) Boat ramps, boat services, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, laundromats™, lodging facilities, marinas, personal services, places of assembly, postal services, limited recycling facilities, recreation facilities, resorts, restaurants, retail stores, and taverns;

(2) One dwelling unit, including additional quarters, where the residential use does not exceed the floor area of the commercial use or one dwelling unit, including additional quarters, on the rear fifty (50%) percent of the parcel;

(3) Dwelling units on the second floor if the entire first floor is in commercial use; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, animal breeding and boarding, camp grounds, community care facilities, limited electric generation, mining, public service facilities, public utility facilities, recycling facilities, schools, veterinary services, wholesale commercial supply, parking lots, transport stations, and storage.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units, including additional quarters, on the rear fifty (50%) percent of the parcel.

(d) Telecommunications facilities in the Recreation Commercial Zone (R-C) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2205. Yards (R-C).

The minimum yard requirements in the Recreation Commercial Zone (R-C shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

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Article 23. Recreation Zones
(Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

Sec. 9-2.2302. Uses (Rec).

(a) The following uses shall be permitted in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20):

(1) Boat ramps, boat services, camp grounds, lodging facilities, marinas, postal services, recreation facilities, and resorts;

(2) When in conjunction with and subordinate to a use permitted in subsection (1) of this subsection, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, health services, Laundromats™, personal services, places of assembly, limited recycling facilities, restaurants, retail stores, and taverns;

(3) One dwelling unit, including additional quarters, or limited residential alcohol and drug recovery facility; and

(4) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Alcohol and drug recovery facilities, community care facilities, mining, public service facilities, public utility facilities, recycling facilities, rooming facilities, and schools.

(2) In Rec-P, Rec-1 and Rec-3: Indoor shooting ranges.

(3) In Rec-10 and Rec-20: Limited electric generation and shooting ranges.

(c) The following uses shall be permitted subject to the issuance of a planned development permit: dwelling units in recreation-oriented residential developments at the ratio of up to:

(1) Rec-P: Seven (7) per acre;

(2) Rec-1: One to three (3) acres per dwelling unit;

(3) Rec-3: Three (3) to ten (10) acres per dwelling unit;

(4) Rec-10: Ten (10) to twenty (20) acres per dwelling unit; and

(5) Rec-20: Twenty (20) acres per dwelling unit.

(d) Telecommunications facilities in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2305. Yards (Rec).

The minimum yard requirements in the Recreation Zones (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet, except ten (10') feet for yards adjacent to a residentially zoned parcel.

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Article 25. Heavy Industrial Zone (I-1)

Sec. 9-2.2502. Uses (I-1).

(a) The following uses shall be permitted in the Heavy Industrial Zone (I-1) subject to site development review as set forth in Article 11.3 of this chapter:

(1) Assembly, building supply, manufacturing, processing, electric generation, junk yards, salvage operations, public utility facilities, heavy equipment sales, heavy equipment services, storage, and transport stations;

(2) Retail sales and wholesaling when associated with and appurtenant to a use permitted in subsection (1) of this subsection or subsection (b) of this section;

(3) One dwelling unit, including additional quarters, when in conjunction with an industrial use;

(3.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(4) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit.

(1) Mining, and public service facilities; and

(2) Permitted uses which exceed the height limitations.

(c) Telecommunications facilities in the Heavy Industrial Zone (I-1) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2505. Yards (I-1).

The minimum yard requirements in the Heavy Industrial Zone (I-1) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: None, except ten (10') feet for yards adjacent to a residentially zoned parcel.

Article 26. Light Industrial Zone (I-2)

Sec. 9-2.2602. Uses (I-2).

(a) The following uses shall be permitted in the Light Industrial Zone (I-2) subject to site development review as set forth in Article 11.3 of this chapter:

(1) Assembly, manufacturing, and processing which are based upon materials which are already in processed form;

(2) Building supply, car wash, storage, transport stations, warehousing, wholesaling, public utility facilities, vehicle sales, and vehicle services;

(3) Retail sales when associated with and appurtenant to a use permitted by subsections (1) and (2) of this subsection and subsection (b) of this section;

(4) One dwelling unit, including additional quarters, when in conjunction with an industrial use;

(4.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(5) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Junk yards, salvage operations, heavy equipment services, places of assembly, and public service facilities.

(c) Telecommunications facilities in the Light Industrial Zone (I-2) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.2605. Yards (I-2).

The minimum yard requirements in the Light Industrial Zone (I-2) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: none, except ten (10') feet for yards adjacent to a residentially zoned parcel; and

(b) Side and rear yards: none, except ten (10') feet for yards adjacent to residentially zoned parcels.

Article 30. Agricultural Preserve Zone (AP)

Sec. 9-2.3002. Uses (AP).

(a) The following uses shall be permitted in the Agricultural Preserve Zone (AP):

(1) Agriculture, timber management, agricultural product sales, animal breeding and boarding, and employee housing;

(2) One (1) dwelling unit;

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, public utility facilities, public service facilities, wildlife management, transport stations, agricultural auction yards, agricultural processing, outdoor shooting ranges, hunting clubs, bed and breakfast inns, and commercial social events; and

(2) Recreational uses, but not limited to walking, hiking, picnicking, camping, swimming, boating, fishing, hunting, or other outdoor games or sports for which facilities are provided for public participation.

(c) The following use shall be permitted subject to the issuance of an administrative use permit:

(1) Commercial social events, limited.

Sec. 9-2.3005. Yards (AP).

The minimum yard requirements in the Agricultural Preserve Zone (AP) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

FINAL
"EXHIBIT A"

Article 31. General Agriculture Zone (GA)

Sec. 9-2.3102. Uses (GA).

(a) The following uses shall be permitted in the General Agriculture Zone (GA):

(1) Agriculture, timber management, wildlife management, agricultural product sales, animal breeding and boarding, and employee housing;

(2) One (1) dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit;

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes, limited child day care homes, and home businesses.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, agricultural auction yards, agricultural processing, transport stations, veterinary services, outdoor shooting ranges, hunting clubs, and commercial social events; and

(2) On land of a soil type not suitable for identification as an important agricultural area, non-commercial campgrounds, recreation facilities, and resorts.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units at the ratio of up to one (1) per forty (40) acres of lot area.

(d) The following use shall be permitted subject to the issuance of an administrative use permit:

(1) Commercial social events, limited.

Sec. 9-2.3105. Yards (GA).

The minimum yard requirements in the General Agriculture Zone (GA) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

Article 33. General Forest Zone (GF)

Sec. 9-2.3302. Uses (GF).

(a) The following uses shall be permitted in the General Forest Zone (GF):

(1) Timber management, agriculture, wildlife management, and animal breeding and boarding;

(2) One dwelling unit and, on any parcel of eighty (80) acres or more, one additional dwelling unit;

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes, limited child day care homes, and home businesses.

(b) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Mining, limited electric generation, home industry, public utility facilities, public service facilities, outdoor shooting ranges, and hunting clubs.

(c) The following uses shall be permitted subject to the issuance of a planned development permit:

(1) Dwelling units at the ratio of up to one per each forty (40) acres of lot area.

(d) Telecommunications facilities in the General Forest Zone (GF) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3305. Yards (GF).

The minimum yard requirements in the General Forest Zone (GF) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Not less than twenty (20') feet; and

(b) Side and rear yards: Not less than five (5') feet.

Article 34. Mining Zone (M)

Sec. 9-2.3402. Uses (M).

(a) The following uses shall be permitted in the Mining Zone (M):

(1) Mining, agriculture, timber management, hydroelectric generation, water impoundment, public utility facilities, animal breeding and boarding, and limited electric generation;

(2) One dwelling unit;

(2.1) Accessory dwelling units as set forth in Article 45, Accessory Dwelling Units, of this chapter; and

(3) Child day care homes and limited child day care homes.

(b) The following uses shall be permitted subject to site development review as set forth in Article 11.3 of this chapter:

(1) Hydroelectric generation.

(c) The following uses shall be permitted subject to the issuance of a special use permit:

(1) Recreation facilities and public service facilities.

(d) Telecommunications facilities in the Mining Zone (M) shall be as permitted in Section 9-2.4105, Permits Required, of Article 41, Telecommunications, of this chapter, except as exempted under Section 9-2.4106, Exemptions, of Article 41, Telecommunications, of this chapter.

Sec. 9-2.3405. Yards (M).

The minimum yard requirements in the Mining Zone (M) shall be as follows, except as modified by Section 9-2.419 of Article 4 of this Chapter (General Requirements: Yards) and Sec. 9-2.4504 of Article 45 of this Chapter (Accessory Dwelling Units: Development Standards):

(a) Front yards: Twenty (20') feet; and

(b) Side and rear yards: Five (5') feet.

FINAL
"EXHIBIT B"

PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 2 ZONING

Article 45: Accessory Dwelling Units

Sec. 9-2.4501. Purpose and intent.

The purpose of this article is to establish accessory dwelling unit (ADU), including junior accessory dwelling unit (JADU) ministerial permit procedures, development standards, and regulations consistent with State ADU Law.

Sec. 9-2.4502. Applicability.

Attached, detached, and conversion accessory dwelling units and junior accessory dwelling units shall be permitted in any zone where a dwelling unit or dwelling units are permitted subject to the provisions of this article.

Sec. 9-2.4503. Definitions.

(a) "Accessory dwelling unit" shall be as defined in Section 9-2.201.1 of this Chapter.

(b) "Accessory dwelling unit, attached" shall be as defined in Section 9-2.201.2 of this Chapter.

(c) "Accessory dwelling unit, detached" shall be as defined in Section 9-2.201.3 of this Chapter.

(d) "Accessory dwelling unit, conversion" shall be as defined in Section 9-2.201.4 of this Chapter.

(e) "Accessory dwelling unit, junior" shall be as defined in Section 9-2.201.5 of this Chapter.

(f) "Efficiency kitchen" also known as a "kitchenette," shall be defined to include: (1) a cooking facility with appliances, (2) a food preparation counter, and (3) storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.

(g) "Living area" shall mean the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.

(h) "Multiple-Family Dwelling Structure" shall mean a structure with two or more attached dwelling units on a single parcel.

(i) "Primary Dwelling Unit" also known as a "Dwelling unit" shall be as defined in Section 9-2.228 of this Chapter.

(j) "Public transit" shall mean various means of transportation such as buses that are available to the public, charge set fees, and run on fixed routes.

(k) "Tandem parking" shall mean two or more automobiles that are parked on a driveway or in any other location on a lot, lined up behind one another.

(l) "Walking distance" shall mean the distance a pedestrian must travel to reach public transit.

Sec. 9-2.4504. Permit procedures.

(a) The Building Department shall approve or deny a ministerial building permit for an accessory dwelling unit or junior accessory dwelling unit without discretionary review or a hearing, consistent with the provisions of this chapter and state law, within sixty (60) days of submittal of a complete building permit application if there is an existing single-family dwelling unit or multiple-family dwelling structure on the lot.

(b) If the Building Department has not acted upon the accessory dwelling unit or junior accessory dwelling unit application within sixty (60) days, the application shall be deemed approved.

(c) If the Building Department denies an application for an accessory dwelling unit or junior accessory dwelling unit, the Building Department shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(d) For pre-approved accessory dwelling units, the Building Department shall issue an expedited building permit within thirty (30) days of submittal of a complete building permit application.

FINAL
"EXHIBIT B"

Sec. 9-2.4505. Development standards.

Accessory dwelling units shall be subject to the California Building Code and the following development standards:

(a) Number of accessory dwelling units per parcel.

(1) For parcels with an existing or proposed single-family dwelling unit(s) the following shall be permitted:

(i) one attached or conversion accessory dwelling unit; and

(ii) one new construction detached accessory dwelling unit; and

(iii) one junior accessory dwelling unit (conforming to the standards set forth in Section 9-2.4508).

(2) For parcels with an existing or proposed multiple-family dwelling structure(s) the following shall be permitted:

(i) two detached accessory dwelling units; and

(ii) at least one conversion accessory dwelling unit from non-living area space with the total number of interior accessory dwelling unit conversions being limited to no more than twenty-five (25%) percent of the total number of dwelling units in the multiple-family dwelling structure, but not less than one.

(3) For parcels with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:

(i) two detached accessory dwelling units; and

(ii) one conversion accessory dwelling unit from the living area space of an existing dwelling unit.

(b) Guaranteed allowance of statewide exemption ADU.

(1) An accessory dwelling unit up to 800 square feet, sixteen (16') feet in height, and with four (4') foot side and rear yard setbacks shall be known as a statewide exemption ADU and shall not be prohibited.

(2) No lot coverage, floor area ratio, open space requirement, or minimum lot area limitation shall preclude the construction of a statewide exemption ADU.

(c) Unit Size, Lot Area, and Coverage.

(1) Accessory dwelling units are exempt from minimum lot area and coverage requirements.

(2) The living area of an attached accessory dwelling unit shall not exceed fifty (50%) percent of the existing living area of the primary dwelling unit, or 800 square feet, whichever is greater, but in no case shall an attached accessary dwelling unit exceed 1,200 square feet.

(3) The total living area of a detached accessory dwelling unit shall not exceed 1,200 square feet.

(4) An accessory dwelling unit created within an existing accessory structure may be expanded up to 150 square feet, but this expansion shall be limited to accommodating ingress and egress.

(5) The conversion of an existing detached accessory structure or conversion of a portion of an existing primary dwelling unit, as well as new construction of detached accessory dwelling units created with an existing or proposed multiple-family dwelling structure do not have unit size limitations.

(d) Height.

(1) Accessory dwelling units shall not exceed thirty-five (35') feet in height.

(e) Yards.

(1) The minimum yard requirements shall be as follows:

(i) Front yard setbacks cannot prevent the creation of an accessory dwelling unit less than 800 square feet; and

(ii) Front, side, and rear setbacks for existing structures converted to an accessory dwelling unit, existing structures partially converted to an accessory dwelling unit, or accessory

dwelling units constructed in the same location and to the same dimensions as an existing structure: None; and

(iii) Side and rear yard setbacks for an accessory dwelling unit: Four (4') feet; and

(iv) Side and rear yard setbacks for an accessory dwelling unit that is constructed above a garage: Four (4') feet.

(f) Utilities.

(1) An accessory dwelling unit may be metered separately from the primary dwelling unit for gas, electricity, communications, water, and sewer services.

(2) An accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.

(3) An accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(g) Utility connection fees or capacity charges.

(1) Utility connection fees or capacity charges may not be imposed on a conversion accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Fire sprinklers.

(1) Fire sprinklers shall be required to be installed in an accessory dwelling unit where fire sprinklers are required by building codes for the proposed primary dwelling unit.

(2) Fire sprinklers shall not be required to be installed in an accessory dwelling unit where fire sprinklers were not required by building codes for the existing primary dwelling unit.

(3) In no case shall the new construction of an accessory dwelling unit trigger a requirement for fire sprinklers to be installed in the existing primary dwelling unit.

(i) Solar Photovoltaic (PV) System

(1) New construction detached accessory dwelling units shall be required to install a solar PV system, and the solar PV system can be ground mounted, installed on the roof of the detached accessory dwelling unit, or on the roof of the primary dwelling unit.

(2) Attached accessory dwelling units and conversion accessory dwelling units shall not be required to install a solar PV system.

Sec. 9-2.4506. Parking.

(a) *Number of spaces.* One off-street parking space is required for accessory dwelling units, except as modified below:

(1) No off-street parking spaces shall be required for accessory dwelling units that meet any of the following listed instances:

(i) The accessory dwelling unit is located within one-half mile of public transit.

(ii) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(iii) The accessory dwelling unit is part of the existing primary dwelling unit or an existing accessory structure.

(iv) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(v) When there is a car share vehicle located within one block of the accessory dwelling unit.

(vi) When a permit application for an accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multiple-family dwelling structure on the same lot.

(b) *Configuration.* If a parking space is required for an accessory dwelling unit, the space may be located within any setback area or in a tandem configuration on a driveway.

(c) *Displacement of existing parking.* When accessory dwelling units are created through the conversion of a garage, carport, or covered parking structure, replacement of off-street parking spaces shall not be required.

Sec. 9-2.4507. Additional requirements.

(a) Impact fees.

(1) Accessory dwelling units shall not be subject to impact fees.

(b) Existing nonconforming units.

(1) No public improvements shall be required for the creation or conversion of an accessory dwelling unit.

(2) As a condition for ministerial approval of an accessory dwelling unit, an applicant shall not be required to correct nonconforming zoning conditions.

(c) Separate conveyance.

(1) The separate conveyance of an accessory dwelling unit shall be permitted in compliance with State ADU Law.

(d) Rental/leasing agreements.

(1) Accessory dwelling units may be leased separate from the primary dwelling unit for terms longer than thirty (30) days, except that a statewide exemption ADU shall be leased for terms longer than thirty (30) days.

(e) Covenants, Conditions, and Restrictions (CC&Rs)

(1) Pursuant to California Civil Code Sec. 4751, CC&Rs cannot prohibit or unreasonably restrict the construction or use of an accessory dwelling unit. For purposes of this subdivision, unreasonable restrictions mean restrictions that unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct an accessory dwelling unit.

Sec. 9-2.4508. Junior accessory dwelling units.

Junior accessory dwelling units shall be subject to the California Building Code and the following development standards:

(a) Number of junior accessory dwelling units per parcel.

(1) For parcels developed with an existing or proposed single-family dwelling unit the following shall be permitted:

(i) One junior accessory dwelling unit is permitted within the existing or proposed walls of the primary single-family dwelling unit. Enclosed uses within the primary dwelling unit, such as attached garages, are considered a part of the proposed or existing primary dwelling unit.

(2) For parcels with an existing or proposed multiple-family dwelling structure(s) junior accessory dwelling units shall not be permitted.

(3) For parcels developed with an existing or proposed residential component of a mixed use commercial, recreation commercial, or recreation development the following shall be permitted:

(i) One junior accessory dwelling unit is permitted within the existing or proposed walls of a dwelling unit. Enclosed uses, such as attached garages, are considered a part of the proposed or existing dwelling unit.

(4) Junior accessory dwelling units shall not be permitted in accessory structures, with the exception of attached garages.

(5) A junior accessory dwelling unit can be combined with a detached accessory dwelling unit on the same parcel.

(b) Unit size.

(1) Junior accessory dwelling units shall not exceed 500 square feet.

(c) Features/facilities.

(1) Each junior accessory dwelling unit shall, at minimum, include:

(i) Exterior access, separate from the interior entry to the primary dwelling unit.

(ii) One accessible bathroom, which can be located in the primary dwelling unit. If a permitted junior accessory dwelling unit does not include a separate bathroom, the permitted junior accessory dwelling unit shall include a separate entrance from the main entrance to the structure, with an interior entry to the main living area.

(iii) One efficiency kitchen, as defined in Section 9-2.4504.

(d) Utilities.

(1) A junior accessory dwelling unit shall not be considered a separate or new dwelling unit for purposes of providing service for water, sewer, or power, including connection fees.

(2) A junior accessory dwelling unit served by an onsite septic system known as an onsite wastewater treatment system (OWTS), community sewage disposal system, or public sanitary sewer connection shall be subject to the requirements of Chapter 6 of Title 6 of this Code with the approval of Environmental Health or the applicable sewer management agency or organization.

(3) A junior accessory dwelling unit water supply system shall be subject to the requirements of Chapter 9 of Title 6 of this Code with the approval of Environmental Health or the applicable water management agency or organization.

(e) Fire sprinklers.

(1) Junior accessory dwelling units shall be required to install fire sprinklers if either of the following conditions exist:

(i) The primary dwelling unit has fire sprinklers.

(ii) There are any active improvements or additions that would require the primary dwelling unit to install fire sprinklers.

(f) Solar Photovoltaic (PV) System

(1) Junior accessory dwelling units shall not be required to install a solar PV system.

(g) Utility connection fees or capacity charges.

(1) Utility connection fees or capacity charges may not be imposed on a junior accessory dwelling unit when the unit is created within the space of an existing single-family dwelling unit.

(h) Separate conveyance.

(1) The sale of the junior accessory dwelling unit separate from the sale of the primary dwelling unit is not permitted.

(i) Owner-occupancy requirement.

(1) The property owner must permanently reside in either the primary dwelling unit or the junior accessory dwelling unit; however, owner-occupancy shall not be required if the owner is another governmental agency, land trust, or housing organization.

(j) Covenants, Conditions, and Restrictions (CC&Rs)

(1) Pursuant to California Civil Code Sec. 4751, CC&Rs cannot prohibit or unreasonably restrict the construction or use of a junior accessory dwelling unit. For purposes of this subdivision, unreasonable restrictions mean restrictions that unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct a junior accessory dwelling unit.

FINAL
"EXHIBIT B"

PLUMAS COUNTY CODE
TITLE 9 PLANNING AND ZONING
CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS

Article 4. Definitions

Sec. 9-9.404. Dwelling.

"Dwelling" shall mean a building, or portion of a building, which provides for sleeping, cooking, eating, and sanitation for one family (as defined in Section 9-2.228 of Chapter 2 of this Title).

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**County Administrative Officer's Report**

Recommendation:
For information and background.

Background and Discussion:
Monthly CAO Report

Action:

Receive for information and background.

Fiscal Impact:

N/A

Attachments:
1. CAO Report April 2024

PLUMAS COUNTY
CALIFORNIA Administrative Officer

TO: **Honorable Chair and Board Supervisors**

FROM: **Debra Lucero, CAO**

MEETING DATE: **May 7, 2024**

SUBJECT: CAO Report 4/2/24 – 4/30/24

BUDGET & AUDIT STATUS

The Audit will be presented at the May 7, 2024 BOS meeting. In anticipation of the Audit, I prepared an 11-year comparison of Plumas County audits – all that were available on the Plumas County website. In the past 11 completed audits from 2012 to 2022, the following findings were repeated:

1. Reconciliation of Pooled Cash & Investments (2022, 2021, 2020, 2014)
2. Allocation (apportionment) of Interest Earnings (2021, 2022)
3. Year-End Closing Process (2018, 2017, 2016, 2015, 2014)
4. Prior Period Adjustments (2017, 2016)
5. Plumas County Transit Authority (2017, 2016, 2015, 2014)
6. Accounts Receivable (2014, 2015)
7. Capital Assets Prior Period Adjustment (2013, 2012)
8. Capital Assets Disposal (2013, 2012)

Federal Awards & Questions for the past four audits continually show the following programs as having Significant Deficiencies or Material Weaknesses. Material weakness findings are the most important and deserve management's attention. A material finding is a serious matter because it indicates serious issues concerning internal controls or the integrity of your financial statements. Non-material findings are less serious in that they do not call the integrity of your financial statements or system of internal controls into question.

1. Schools and Roads - Grants to states
2. Highway Planning & Construction
3. Foster Care - Title IV-E
4. Medical Assistance Program

Other items mentioned throughout the 11-year period:

1. Final Accruals in the financial Statements (2022)
2. Accountability of Capital Assets (2021)

3. Payment of Expenditures (2021)
4. Audit Adjustments (2019)
5. Schedule of Expenditures of Federal Awards (2017)
6. Accounts Payable (2014)
7. EFT Deposits Lack of Timely Processing (2014)

From 2012 to 2017, there were five “Material Weakness” findings.

During this same time period, there were 15 “Significant Deficiencies” including the Federal Awards & Questions. These audit findings are important, but less so than a material weakness.

From 2018 to 2022, there were eight “Significant Deficiencies” but “Material Weaknesses” have grown to represent the bulk of the findings in recent audits. This is a disturbing trend but the Board of Supervisors authorized contracts with accounting agencies that have assisted our financial departments in the past year to address some of these internal control patterns. Please refer to the Auditor-Controller’s Management’s Corrective Plan section of the Single Audit for specifics.

Single Audit Comparisons 2012-2022 (11 Fiscal Years Reviewed)

YEAR	FINDING YEAR-NO	FINANCIAL STATEMENT FINDINGS	TYPE OF FINDING	FEDERAL AWARDS & QUESTIONED COSTS	TYPE OF FINDING	REPEAT FINDING
2022	Finding 2021-001					
	1			Schools and Roads - Grants to states	Material Weakness	YES
	2			Highway Planning & Construction	Material Weakness	YES
	3			Foster Care - Title IV-E	Material Weakness	YES
	4			Medical Assistance Program	Material Weakness	YES
	Finding 2022-002	Reconciliation of Pooled Cash & Inv	Material Weakness		Material Weakness	YES
	Finding 2022-003	Apportionment of Quarterly Investm	Material Weakness		Material Weakness	YES
	Finding 2022-004	Final Accruals in the Financial State	Significant Deficiency		Significant Deficiency	NO
2021	Finding 2021-001					
	1			Schools and Roads - Grants to states	Material Weakness	YES
	2			Highway Planning & Construction	Material Weakness	YES
	3			Coronavirus Relief Fund	Material Weakness	NO
	4			Foster Care - Title IV-E	Material Weakness	YES
	5			Medical Assistance Program	Material Weakness	YES
	Finding 2021-002	Reconciliation of Pooled Cash & Inv	Material Weakness		Material Weakness	YES
	Finding 2021-003	Accountabiity of Captial Assets	Significant Deficiency		Significant Deficiency	NO
	Finding 2021-004	Payment of Expenditures	Significant Deficiency		Significant Deficiency	NO
	Finding 2021-005	Allocation of Interest Earnings	Significant Deficiency		Significant Deficiency	NO
2020	Finding 2020-001					
	1			Schools and Roads - Grants to states	Material Weakness	YES
	2			Highway Planning & Construction	Material Weakness	YES
	3			Foster Care - Title IV-E	Material Weakness	YES
	4			Medical Assistance Program	Material Weakness	YES
	Finding 2020-002	Reconciliation of Pooled Cash & Inv	Significant Deficiency		Significant Deficiency	YES
2019	Finding 2019-001					
	1			Schools and Roads - Grants to states	Material Weakness	YES
	2			Foster Care - Title IV-E	Material Weakness	YES
	3			Medical Assistance Program	Material Weakness	YES
	Finding 2019-002			Foster Care - Title IV-E	Material Weakness	NO
	Finding 2019-003	Audit Adjustments	Significant Deficiency		Significant Deficiency	?
2018	Finding 2018-001					
	1			Airport Improvement Program	Significant Deficiency	?

Single Audit Comparisons 2012-2022 (11 Fiscal Years Reviewed)						
YEAR	FINDING YEAR-NO	FINANCIAL STATEMENT FINDINGS	TYPE OF FINDING	FEDERAL AWARDS & QUESTIONED COSTS	TYPE OF FINDING	REPEAT FINDING
	Finding 2018-002	Year-End Closing Process	Significant Deficiency		Significant Deficiency	YES
2017	Finding 2017-001	Prior Period Adjustments	Material Weakness		Material Weakness	
	Finding 2017-002	Schedule of Expenditures of Federal	Material Weakness		Material Weakness	
	Finding 2017-003	Year-End Closing Process	Significant Deficiency		Significant Deficiency	YES
	Finding 2017-004	Plumas County Transit Authority	Significant Deficiency		Significant Deficiency	YES
2016	Finding 2016-001	Prior Period Adjustments	Material Weakness		Material Weakness	YES
	Finding 2016-002	Year-End Closing Process	Significant Deficiency		Significant Deficiency	YES
	Finding 2016-003	Plumas County Transit Authority	Significant Deficiency		Significant Deficiency	YES
2015	Finding 2015-001	Year-End Closing Process	Significant Deficiency		Significant Deficiency	YES
	Finding 2015-002	Accounts Receivable	Significant Deficiency		Significant Deficiency	
	Finding 2015-003	Plumas County Transit Authority	Significant Deficiency		Significant Deficiency	Yes
2014	Finding 2014-001	Year-End Closing Process	Significant Deficiency		Significant Deficiency	
	Finding 2014-002	Pooled Cash Reconciliation	Significant Deficiency		Significant Deficiency	
	Finding 2014-003	Accounts Payable	Significant Deficiency		Significant Deficiency	
	Finding 2014-004	Accounts Receivable	Significant Deficiency		Significant Deficiency	
	Finding 2014-005	EFT Deposits Lack of Timely Processi	Significant Deficiency		Significant Deficiency	
	Finding 2014-006	Plumas County Transit Authority	Significant Deficiency		Significant Deficiency	YES
2013	Finding 2013-001	Capital Assets Prior Period Adjustme	Material Weakness		Material Weakness	YES
	Finding 2013-002	Capital Asset Disposal	Significant Deficiency		Significant Deficiency	YES
2012	Finding 2012-001	Capital Assets Prior Period Adjustme	Material Weakness		Material Weakness	
	Finding 2012-002	Capital Asset Disposal	Significant Deficiency		Significant Deficiency	

Plumas County Treasury Oversight Examination Comparison 2012-2022 - 11-Year Review

In the past 11 completed Treasury Oversight Examinations from 2012 to 2022, the following years are not on file in the Treasurer-Tax Collector's office: 2012 and 2015.

Of the nine years on file, the following findings were reported:

1. Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month (2022, 2021, 2020, 2019, 2019, 2017, 2016, 2014, 2013)
2. Fee Overstated (2022, 2021, 2020)
3. Cost of Complying with the the annual audit be included in the Treasurer's administrative charge (2013)

Treasury Oversight Examination	Type of Finding	Response to Finding by Treasurer-Tax Collector
2022		
Finding 2022-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		We are implementing new investment software for efficiency and timely reporting.
Finding 2022-002	Administrative Fee	
		We will review all calculations after the admin fee is calcuated.
Finding 2022-003	Interest Apportionment	
		The interest apportionments fell behind during catastrophic events. There have been new spreadsheets created to calculate the interest more efficiently.
2021		
Finding 2021-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		The accounting of the investments is time consuming. We are currently researching software and having discussions on how to make a more efficient process while keeping accurate accounting.
Finding 2021-002	Administrative Fee	
		We will proof all calculations for accuracy.
2020		
Finding 2020-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		The Treasurer's office will continue to make timely reports a priority.
Finding 2020-002	Administrative Fee	
		Each quarterly administrative fee charge will be reviewed before each interest apportionment.
2019		
Finding 2019-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		The Treasurer's office will continue to make timely reports a priority.
2018		
Finding 2018-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		The Treasurer's office will continue to make timely reports a priority.
2017		
Finding 2017-001	Monthly Investment Reporting not being submitted to the BOS within 30 days following the end of the month.	
		The Treasurer's office will make an earnest effort for timely reports
2016		
Finding 2016-001	Monthly Investm	August 31, 20 The Treasurer's Office will make an effort to have the reports submitted within 30 days to the Board of Supervisors.
		The Treasurer's office will make an effort to have the reports submitted within 30 days to the Board of Supervisors
2015	Not available according to the Treasurer-Tax Collector	
2014		
Finding 2014-001	Monthly investm	February 28,: No management response
2013		
Findings 2013-001	Monthly Investment reports fc	Corrective Action Plan stated: This will be implemented in 2013-14
Findings 2013-002	Costs of complying with the a	Implemented
2012	Not on file	

Budget

We are working to get our budget information into OpenGov and worked extensively on this activity for three days the last week of April. The volume of work to get this up and going is significant and means other work is going undone while we are training. This involves the offices of the CAO, Auditor-Controller, HR, IT and consulting firm CLA. Other specific activities related to budget include:

- Calculated salary estimates with various scenarios
- Calculated the cost estimates for additional positions requested for FY25.
- Brainstormed and documented FY25 beginning fund balance estimation methodology and reviewed the documented processes with Auditor-Controller for feedback.
- Prepared the preliminary FY24 activities to estimate FY24 ending fund balance and sent it to Auditor-Controller to review, modify, verify and approve.
- Reviewed personnel budget preparation with CAO, HR Director.
    - Cleaned up and prepared data from Pentamation to create FY25 personnel budget.
    - Reviewed CalPERS actuarial valuation reports.
    - Researched health insurance premium information.
- Monitored, edited and prepared action items as necessary per the budget preparation calendar.

GRANTS MANAGER

- Grant/Program Updates
    - finalized and submitted ARPA reporting
    - Finalized contract for Sierra Buttes Trail Stewardship
    - Assisted in collecting Agency Spotlights and Community Profile Drafts for the Long-Term Recovery Plan for the 2021 Wildfires
    - Facilitated the submission to NACo's Rural Leaders for Economic Mobility Program
    - Continued conversations around Community Resilience Center (town hall complex) in Greenville
    - Participated in interview panel for future CDBG project
- Attended/participated
    - Three ARPA related webinars
    - Monthly RSF workgroup meeting for the Long-Term Recovery Plan for the 2021 Wildfires
    - Community Center (Greenville) discussion and site walk
    - Broad Band for All Quarterly meeting
    - Middle Mile Broadband Quarterly meeting
    - Strategic Growth Council Quarterly meeting
    - Arbor Day - Greenville

RISK MANAGEMENT

ICS 300 class
Ergonomic assessment multiple Departments
Trindel DSR meeting
Trindel Executive Committee meeting
Reginal Cybersecurity table top.
Plumas Disaster council
EPIC food council
Region 3 LEPC meeting
Facility safety inspections.
EMCC meeting

CAL-OES UPDATE

4/2 – MARAC
4/2 – EMCC
4/3 – LEPC
4/4 – 20k Lives
4/4 – Met w/Environmental Health regarding Hazmat TTX
4/10-12 – ICS 300
4/15 – Met w/Public Works
4/15 – EPIC Food Meeting
4/17 – FEMA/OES Mtg DR 4699
4/25 – Disaster Council
4/25 – Regional TTX w/Public Health
4/29 – PG&E Underground projects

CLIFTON, LARSON & ALLEN (CLA UPDATE)

Highlights for April:

Chart of Accounts:

- Validated and cleaned up chart of accounts in Munis & OpenGov for better export to budget documents.
- Attended OpenGov meetings for Chart of Account validation.

Cash:

- Started November 2023 reconciliation.

Special District Payroll:

- Responded to inquiries from district representatives.

Recurring Recommendations:

- Set up each person within Treasury department responsible for banking / financial institution transactions, reconciliations, or review duties with their own appropriate login (no sharing logins).
- Setup read only access rights for Financial Institutions for the CAO & access rights for the Auditor Controller based on needs of job function.
- BOS obtain an inventory of all County bank accounts / financial institutions and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
- Utilization of investment software will expedite the process to get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions. We recommend that the County explore its current service agreement with PFM. Enhancing services with the current provider may be another way to expedite the process of maintaining compliance with the County's investment reporting requirements. Additionally, although the calculation of interest apportionment was not in our scope, we recommend the County review the current interest apportionment process, and calculations derived by the County's internally developed tool for completeness and accuracy. Consider updating or replacing the legacy interest apportionment system in conjunction with investment software and process upgrades under consideration.
- CLA recommends that a fiscal officer or administrative assistant be hired or identified within the County to assist the CAO's office. Currently, the CAO's office does not have adequate staffing

levels to assign the budget tasks performed by CLA's interim accounting team. Under direction of the CAO, this position would prepare, manage, and coordinate the details necessary for the development of the County's annual operating and capital budget; assist with forecasts of necessary funds including supplies, services and staffing; discuss and resolve budget issues with appropriate staff; coordinate preparation and publishing of the budget book with required schedules and targeted improvements; implement budget adjustments as necessary. This position, at the direction of the CAO, may assist with other tasks and initiatives such as, monitor and report on expenditures vs. budget across all departments regularly, facilitate fund administration across the County, provide CAO support to departments, Travel & Expense compliance, and process improvement.

- CLA recommends that an assistant controller or an accounting manager be hired for the existing open/allocated position within the Auditor Controller Department. Currently, the Auditor Controller office does not have adequate management staffing levels to perform regular general ledger accounting close tasks, such as reconciling cash transactions in Munis daily and monthly to bank balances, recording transactions timely, processing payables and receivables timely, and regularly closing the general ledger in Munis with balance sheet accounts reconciled. Under direction of the Auditor Controller, this new/open position can assist with staff management and training, maintenance of the Chart of Accounts, process improvement projects, and assist with creation of performance reporting for Auditor Controller / CAO / Board of Supervisors. This filled position can also assist with supporting the annual audit.

ENERGY ASSESSMENT UPDATE & REVIEW

Engie formally presented to the Board on March 19, 2024. The financing stage of the project began in April, having sent off our Financial Statements to potential funders. Additionally, we are exploring the Stampfli Road site for the solar portion of the project. This involves a flood study and CEQA determination. As background:

In January of 2023, ENGIE Services U.S. (ENGIE) contacted the County staff and made a proposal to implement energy related improvements to County buildings without any cost to the County. On February 17, 2023, ENGIE discussed the potential scope of the energy project with staff and walked all of the County buildings. In April 2023, ENGIE filed a solar interconnection application with PG&E to grandfather the Annex Building into the higher NEM 2.0 savings for 20 years. Over the next few months, ENGIE made several site visits and worked with your staff to complete a feasibility study which was presented to the Board on July 18, 2023. On August 1, 2023, the Board directed ENGIE to develop the energy project and bring it back to the Board for consideration of implementation.

Some of the goals of the County for this project are as follows:

1. The County has been seeing huge increases in its electricity cost, as high as 30% per year. The County would like its energy consumption to be reduced as much as possible to reduce the effect of PG&E's price hikes.
2. The HVAC units at many of the facilities are well past their useful lives and the County would like to use this project to replace its old HVAC infrastructure without dipping into the General Fund.
3. The County also desires to install back-up gensets at most of its major facilities because of history of power failures.

Over the next several months, ENGIE worked diligently with your staff to make sure that the final project meets all of the County's goals for this project. Additionally, to finalize the location of a potential solar project for countywide cost avoidance, ENGIE presented to the Board on November 21, 2023 and December 19, 2023.

The final scope of work, pricing and savings, after several rounds of discussions, are as follows and were

presented to staff on February 13, 2024:

Scope of Work

1. Interior and exterior LED lighting upgrades at sixteen (16) County facilities.
2. LED streetlight upgrades at Fairgrounds Road.
3. HVAC packaged unit replacement at thirteen (13) County facilities.
4. Replacement of the old chiller and boiler at the Courthouse.
5. Sealing of all the windows at the Annex Building.
6. Upgrade of the well pumps at Walker Ranch Pump Station and Quincy Fairgrounds.
7. Installation of backup generators at thirteen (13) County facilities.
8. Installation of a solar energy project for the Annex Building consisting of solar carport structures.

Countywide Solar Project

ENGIE considered multiple locations for a countywide solar project. This project will be financially very attractive saving as much as 25% of the County's electricity consumption. The final location that ENGIE and staff settled on is the one in Crescent Mills below.



However, as per the determination made by the County's Planning Director, before this location is selected, a flood study and CEQA needs to be completed, which will take several months. We will bring the countywide solar project to the Board for consideration in a few months.

Contract Price and Net Savings

The project price is $10,754,246 and the net savings over the life of the project, after paying for the cost of the project, interest payments, and maintenance costs, are $4,787,804

Financing

The County's Financial Advisor, KNN Public Finance, is arranging the financing for this project.

Project Cash Flow

A preliminary cash flow for this project is given below:

Project Cost								$10,754,246
County Contribution								$1,000,000
Amount to be Financed								$9,754,246
Finance Term								20
Estimated Annual Interest Rate								4.60%
Annual Escalation of Electricity Cost (Actual annual escalation has been more than 15% recently)								6.00%
Annual Degradation of Solar Panels								0.50%
Annual Escalation of O&M Cost								3.00%

Year	Projected Electricity Savings - Annex Solar	Projected Electricity Savings - Old Equipment Replacement	Projected Repair Cost Savings	Inflation Reduction Act Cash Subsidy	Total Program Savings	Lease Payments	Solar O&M Cost	Total Program Costs	Net Savings
1	$119,775	$195,465	$262,251	$513,198	$1,090,689	$952,049	$8,251	$960,300	$130,390
2	$126,326	$207,193	$270,119	$0	$603,638	$464,750	$8,498	$473,249	$130,390
3	$133,236	$219,625	$278,222	$0	$631,083	$491,941	$8,753	$500,694	$130,390
4	$140,524	$232,802	$286,569	$0	$659,896	$520,490	$9,016	$529,506	$130,390
5	$148,211	$246,770	$295,166	$0	$690,147	$550,472	$9,286	$559,758	$130,390
6	$156,318	$261,577	$304,021	$0	$721,916	$581,961	$9,565	$591,526	$130,390
7	$164,869	$277,271	$313,142	$0	$755,282	$615,040	$9,852	$624,892	$130,390
8	$173,887	$293,908	$322,536	$0	$790,330	$649,794	$10,147	$659,941	$130,390
9	$183,399	$311,542	$332,212	$0	$827,153	$686,311	$10,452	$696,763	$130,390
10	$193,431	$330,234	$342,178	$0	$865,843	$724,689	$10,765	$735,454	$130,390
11	$204,011	$350,049	$352,444	$0	$906,503	$765,026	$11,088	$776,114	$130,390
12	$215,171	$371,051	$363,017	$0	$949,239	$807,429	$11,421	$818,850	$130,390
13	$226,941	$393,315	$373,907	$0	$994,163	$852,010	$11,763	$863,773	$130,390
14	$239,354	$416,913	$385,125	$0	$1,041,392	$898,886	$12,116	$911,003	$130,390
15	$252,447	$441,928	$396,678	$0	$1,091,054	$948,184	$12,480	$960,664	$130,390
16	$266,256	$468,444	$408,579	$0	$1,143,278	$1,000,035	$12,854	$1,012,889	$130,390
17	$280,820	$496,551	$420,836	$0	$1,198,207	$1,054,577	$13,240	$1,067,817	$130,390
18	$296,181	$526,344	$433,461	$0	$1,255,986	$1,111,959	$13,637	$1,125,596	$130,390
19	$312,382	$557,924	$446,465	$0	$1,316,771	$1,172,335	$14,046	$1,186,382	$130,390
20	$329,469	$591,400	$459,859	$0	$1,380,728	$1,235,871	$14,468	$1,250,338	$130,390
21	$260,618	$0	$0	$0	$260,618	$0	$14,902	$14,902	$245,717
22	$274,874	$0	$0	$0	$274,874	$0	$15,349	$15,349	$259,526
23	$289,910	$0	$0	$0	$289,910	$0	$15,809	$15,809	$274,101
24	$305,768	$0	$0	$0	$305,768	$0	$16,283	$16,283	$289,484
25	$322,493	$0	$0	$0	$322,493	$0	$16,772	$16,772	$305,721
26	$340,134	$0	$0	$0	$340,134	$0	$17,275	$17,275	$322,859
27	$358,739	$0	$0	$0	$358,739	$0	$17,793	$17,793	$340,946
28	$378,362	$0	$0	$0	$378,362	$0	$18,327	$18,327	$360,035
29	$399,059	$0	$0	$0	$399,059	$0	$18,877	$18,877	$380,182
30	$420,887	$0	$0	$0	$420,887	$0	$19,443	$19,443	$401,444
Totals	**$7,513,852**	**$7,190,306**	**$7,046,786**	**$513,198**	**$22,264,142**	**$16,083,809**	**$392,529**	**$16,476,338**	**$5,787,804**

Benefits of the Project

1. Create $4.8 million in net savings after paying for all costs over the life of the program
2. Receive $0.5 million in cash subsidy from the Inflation Reduction Act
3. Reduce electricity bills by over 25%
4. Install solar before it becomes unviable in the near future
5. Replace HVAC systems past their lives using project savings
6. Install much needed backup generators using project savings
7. Improve lighting quality for employees and community members
8. Save maintenance staff's time with long-life LED lighting and new HVAC systems
9. Save administrative time by accomplishing multiple projects simultaneously
10. Stimulate local economy and provide local jobs
11. Carbon emissions reduction equivalent of removing 131 cars off the road annually
12. **Provide internships and other assistance to students of Feather River College**

OTHER CAO MEETINGS / ACTIVITIES

1. 4/1 – Feasibility Kick-Off for HHS Agency with MRG Consultant James Gandley
2. 4/2 – BOS Meeting – Appointed New Facility Services Director
3. 4/3 – GO-Biz Meeting with Governor's Office

4. 4/3 – Sierra CEDS Meeting with Tracey Ferguson and John Steffanic
5. 4/3 – OpenGov Meeting with Seth Cummins
6. 4/4 – MRG Weekly Check-In & HR Meeting
7. 4/4 – Payroll Migration Meeting with Alicia Burns, ClientFirst
8. 4/4 – Facility Services Bid Opening
9. 4/4 – Julie Buck, Passages Meeting
10. 4/5 – PCMC Monthly Meeting
11. 4/5 – Jack Hughes Meeting
12. 4/8 – LAFCO Meeting in Quincy
13. 4/8 – Munis Migration Meeting with Jamie Shell
14. 4/9 – Heather Lyons, CLA Meeting
15. 4/9 – BOS Meeting
16. 4/10 – Dora Mitchell, Librarian meeting
17. 4/10 – Neal Caiazzo, Social Services lunch meeting
18. 4/11 – MRG Weekly Check-In & HR Meeting
19. 4/11 – MRG Financial Statements Review
20. 4/11 – Trindel Special Board of Directors Meeting
21. 4/12 – Admin Day working remote
22. 4/15 – Interviews for HR staff position
23. 4/16 – BOS Meeting
24. 4/17 – CSAC Legislative Conference (see report)
25. 4/18 – CSAC Legislative Conference
26. 4/19 – CSAC Legislative Conference
27. 4/22 – OpenGov Meeting
28. 4/22 – Budget Meeting with Junko
29. 4/23 – Budget Meeting with Junko
30. 4/24 – CLA Weekly Check-In
31. 4/24 – HR-Related Meeting at Library with Dora Mitchell
32. 4/25 – MRG Weekly Check-In & HR Meeting
33. 4/25 – Nicole Reinert, Public Health Meeting
34. 4/25 – Plumas County Disaster Council Meeting
35. 4/25 – HR Meeting
36. 4/29 – PG&E Undergrounding Meeting
37. 4/29 – 4/30 – OpenGov-Workforce Plan Virtual Workshop & Training
38. 4/30 – WIR Workshop Planning meeting

CSAC Legislative Conference, Sacramento – April 17-19, 2024

Attended with Supervisor Tom McGowan and saw Supervisor Elect Mimi Hall, theretoo.

The CSAC Administration of Justice (AOJ) Policy Committee has responsibility for a broad array of justice-related issues that includes juvenile justice; probation; courts; and all county functions connected to the civil and criminal justice systems. The committee has primary responsibility for the development of policies relating to the administration and financing of the various county programs under its purview. The agenda included:

- A discussion on Concerns and Local Responses to Retail Theft. Attendees will have an opportunity to hear perspectives from Sacramento County's District Attorney, Thien Ho, and Yolo County's Chief Public Defender, Tracie Olson.

- An update on **Administration of Justice-**related legislation.

Download AOJ Policy Committee Packet

The Government Finance and Administration (GFA) Policy Committee advocates on state and federal legislative proposals, state budget items, ballot measures, and regulatory changes associated with a wide range of matters involving local finance, government operations, and employee relations. The agenda includes:

- A panel discussion on State Mandates.
- A panel discussion on the California Business Roundtable Ballot Initiative – "The Taxpayer Protection and Government Accountability Act."
- An update on **Government Finance and Administration-**related legislation.

CSAC's Agriculture Environment, and Natural Resources Policy Committee will continue the conversation around state and local initiatives to support communities facing wildfire risk. The agenda includes:

- A presentation from the California Fire Safe Council and county coordinator program.
- A presentation on broader efforts to prepare communities for wildfire and community hardening initiatives.
- A presentation on state priorities in a challenging budget year.
- A presentation from the UC Cooperative Extension, on tree mortality and bark beetle.
- **Fire Insurance issues which are affecting ALL counties (rebuild, purchase, resale)**
- **PILT needs to be a dependable source of revenue**
- **Williamson Act needs to be funded by the State**

The Health and Human Services (HHS) Policy Committee is responsible for the development of policies/proposals relating to a range of health, behavioral health and social services programs. During the 2024 Legislative Conference, the HHS Policy Committee will include:

- A conversation on uplifting the county voice through the state budget process with Los Angeles County Supervisor Holly Mitchell, former Chair of Senate Budget and Fiscal Review Committee
- An update on the Master Plan for Aging from California Department of Aging Director Susan DeMarois, including an overview of the California 2030 Report, next steps, and opportunities for counties.
- An overview of the CalAIM Justice-Involved Initiative with Department of Health Care Services (DHCS) staff, as well as representatives from a county planning for implementation in 2024.
- A review of CSAC's Health and Human Services 2024 legislative and budget advocacy so far, with an opportunity for Q&A of CSAC's HHS staff.

Download HHS Policy Committee Packet

Download California CalAIM 1115 Demonstration Waiver Presentation

Download California Department of Aging Presentation

Download Area Agencies on Aging Fact Sheet

Download Yuba County's Approach to the CalAIM Justice-Involved Initiative Presentation

Download HHS Legislative and Budget Update

The Housing, Land Use and Transportation (HLT) Policy Committee is responsible for reviewing state and federal legislative proposals, state budget items, ballot measures and regulatory proposals focused on housing, land use, transportation, and tribal and intergovernmental relations. The agenda includes:

- A panel on "How Should Counties be Engaged on Autonomous Vehicle Issues" with Tricia Suzuki Blindstrub, Political Director for Teamsters Joint Council 7 and Christopher Childs, Consultant for the Autonomous Vehicle Industry.
- A Supervisor Roundtable on Barriers to Building More Housing in Counties. From dealing with CEQA lawsuits that slow down construction to significant resistance from community members or the lack of infrastructure, counties must continue to work to remove these barriers and identify and support the development of infrastructure needed to address the housing crisis. This marks the commencement of a two-part session designed to foster an interactive dialogue in which county supervisors are strongly encouraged to participate directly.

Download HLT Policy Committee Packet

Artificial Intelligence Workshop

Academic experts and public servants presented on actively navigating the use of artificial intelligence during a workshop. As the use of this rapidly evolving technology is being explored to improve the functioning of government, county officials from across the state will share the value of artificial intelligence for their operations, and strategies to harness artificial intelligence to modernize service delivery. The agenda included:

- A presentation from Dr. Brandie Nonnecke, Ph.D., Founding Director of the CITRUS Policy Lab and Associate Research Professor at the Goldman School of Public Policy, UC Berkeley.
- An update regarding the work of the CSAC Artificial Intelligence Steering Committee and Working Group.
- An opportunity for attendees to engage in interactive discussion about how their county is using artificial intelligence, or share any challenges they are facing.

Download AI Workshop Agenda Packet

The passage of Proposition 1 is just the beginning of a multi-year process of intensive planning, as well as stakeholder engagement at the state and local level, to fully implement these significant reforms in the best interests of California's most vulnerable populations while preserving core services. Join representatives from the Administration as they provide an outline of the major provisions of Proposition 1 and provide an update on upcoming planning activities and implementation timelines.

Download Prop 1 Workshop Agenda

Download Prop 1 Workshop Issue Overview

Download Prop 1 Workshop Presentation

TRANSIENT OCCUPANCY TAX REPORT

Granicus generated the following reports: (Also showing is April 2, 2024 so it can be compared to last month's report and the current May 2, 2024 report).

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on April 2, 2024.

389
Properties in or near Plumas County, CA

351
Properties in or near Plumas County, CA with address identified

180
Compliant Short Term Rentals

164
Non-compliant properties

45
Properties with unknown compliance

211
Properties that have received letters since first mailing

105
Properties that have received letters and are now compliant

Monthly status report

Report for Plumas County, CA (Plumas County, CA) generated on May 2, 2024.

444
Properties in or near Plumas County, CA

363
Properties in or near Plumas County, CA with address identified

194
Compliant Short Term Rentals

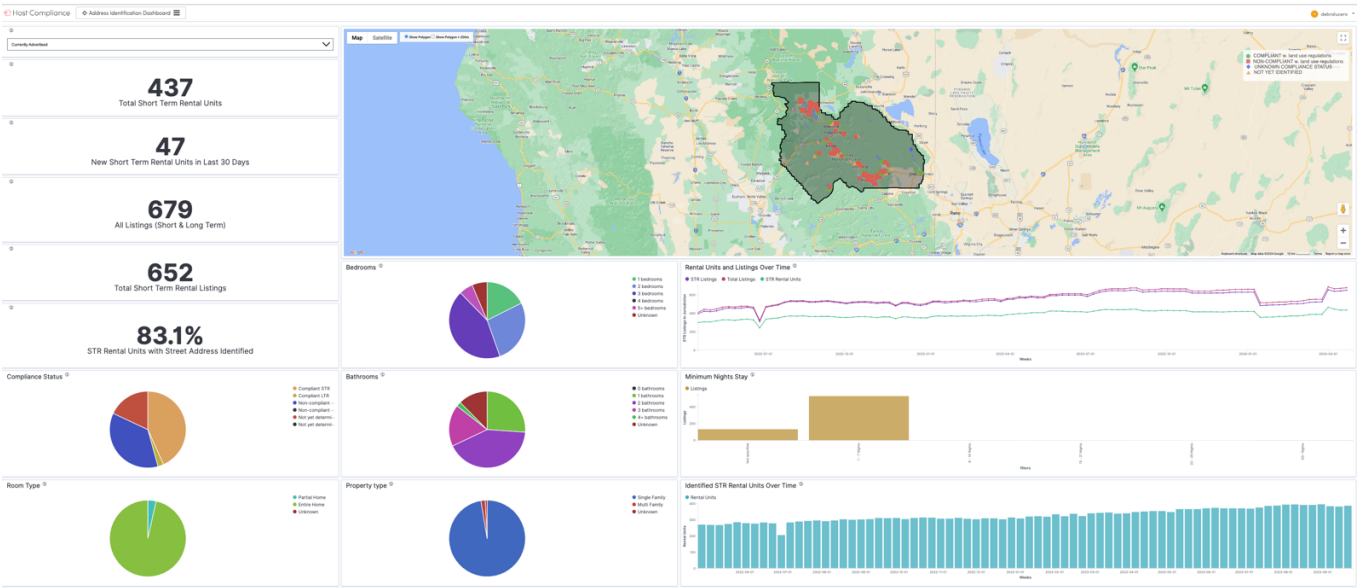
163
Non-compliant properties

87
Properties with unknown compliance

211
Properties that have received letters since first mailing

109
Properties that have received letters and are now compliant

102
Properties that have received letters but are still non-compliant



PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Training/Transition Overlap Policy**

Recommendation:
Adopt this policy to allow County departments to recruit and fill positions before seasoned employees leave and institutional knowledge is gone.

Background and Discussion:
In order to provide for a transition and/or training period between an outgoing employee and an incoming employee, a new employee or a promoted employee may be appointed to a position not more than one hundred and eighty (180) working days prior to the last day worked by the outgoing employee. The time frame could vary depending on the complexity of the position but would not exceed 180 days and must be approved by the County Administrative Officer (CAO) due to budget considerations. The appointing authority must submit to the CAO and Human Resources Director for approval the request that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap. Approval will be dependent on job complexity and available budget and would allow for the Department to recruit and fill prior to the employee's departure.

Action:

Approve the adoption of the Training/Transition Overlap Policy.

Fiscal Impact:

There will be a fiscal impact to the General Fund if the position is a General Fund position but the exact impact will be unknown. This is why it's important to coordinate with the CAO who is the budget officer.

Attachments:
None

RESOLUTION NO. 24-

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS TO CREATE A TRAINING/TRANSITION OVERLAP POLICY

WHEREAS, Plumas County is experiencing the retirement of long-time employees; and

WHEREAS, Some of the jobs are complex and take months, if not years of training, transition and/or learning; and

WHEREAS, a Training/Transition Policy would create a period between an outgoing employee and an incoming employee, a new employee or a promoted employee of not more than one hundred and eighty (180) working days prior to the last day worked by the outgoing employee; and

WHEREAS, The time frame could vary depending on the complexity of the position but would not exceed 180 days and must be approved by the County Administrative Officer (CAO) due to budget considerations; and

WHEREAS, The appointing authority must submit to the CAO and Human Resources Director for approval the request that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap; and

WHEREAS Approval will be dependent on job complexity and available budget and would allow for the Department to recruit and fill prior to the employee's departure;

NOW, THEREFORE BE IT RESOLVED, that the County of Plumas recognizes the importance of the Training and Transition of employees and supports a policy to help ensure institutional knowledge is not lost but passed onto the next employee.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on May 7, 2024 by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____

Clerk of the Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kevin Goss, Supervisor - District 2**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**TIME CERTAIN 11:00 A.M. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.**

Recommendation:

TIME CERTAIN 11:00 A.M. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

Background and Discussion:

TIME CERTAIN 11:00 A.M. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

Action:

TIME CERTAIN 11:00 A.M. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

Fiscal Impact:

TIME CERTAIN 11:00 A.M. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

Attachments:

None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.**

Recommendation:

Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Background and Discussion:

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Action:

Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Neal's Retirement Letter Signed

Debra Lucero, CAO, Plumas County BOS
520 Main Street
Quincy, CA 95971

April 8, 2024

I am writing to inform you of my decision to retire from my position as Director with the Department of Social Services, effective June 1, 2024. After more than 21 years of dedicated service to the people of Plumas County, I am immensely grateful for the opportunity to have served alongside such dedicated colleagues and to have contributed to the betterment of our community.

Throughout my tenure, I have had the privilege of witnessing the positive impact of our collective efforts in enhancing the lives of our residents. Whether it was through connecting people with needed services, providing intervention to protect children and seniors, or opening shelters in times of disaster, I have always been proud to be a part of this team.

As I transition into retirement, I want to express my deepest gratitude to everyone I have had the pleasure of working with over the years. Your professionalism, camaraderie, and unwavering commitment to our shared goals have made my time here truly rewarding.

While I look forward to embarking on this new chapter of my life, I will cherish the memories and experiences gained during my tenure at Department of Social Services. Please know that I leave with a sense of fulfillment and pride in the work we have accomplished together.

I extend my best wishes to each of you for continued success and fulfillment in your respective roles. Thank you once again for the support, friendship, and camaraderie you have shown me throughout my career.

Sincerely,

Neal Caiazzo

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**California State Controller's Office; discussion and possible action.**

Recommendation:
California State Controller's Office; discussion and possible action.

Background and Discussion:
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Action:

California State Controller's Office; discussion and possible action.

Fiscal Impact:

California State Controller's Office; discussion and possible action.

Attachments:
None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 4, 2024; discussion and possible action.**

Recommendation:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 4, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 4, 2024; discussion and possible action.

Action:

Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 4, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 21-8609

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction. or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS
BY PLUMAS COUNTY HEALTH OFFICER
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addresses and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLOVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date

Mark Satterfield, M.D.
Health Officer
County of Plumas

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21–8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.**

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 21-8601** and **RESOLUTION No. 21–8605** ratifying the Proclamations of County-Wide Local Emergency due to the Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 21-8605
2. Resolution No. 21-8601 - RATIYING THE PROCLAMATION OF A COUNTY WIDE LOCAL EMERGENCY DUE TO WILDFIRES IMPACTING PLUMAS COUNTY

RESOLUTION NO. 21- **8605**

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO THE DIXIE FIRE SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 19, 2021, the Director of Emergency Services proclaimed a local emergency due to the Dixie Fire threatening communities in Plumas County; and

WHEREAS, on July 16, 2021 Governor Gavin Newsom declared a state of emergency in Plumas County due to the Beckwourth Complex Fire; and

WHEREAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the Dixie Fire in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 20, 2021 by the following vote:

AYES: Supervisor (s): Ceresola, Goss, Thrall, Hagwood, Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

RESOLUTION NO. 21-8601

A RESOLUTION RATIFYING THE PROCLAMATION OF A COUNTY-WIDE LOCAL EMERGENCY DUE TO WILDFIRES SIGNIFICANTLY IMPACTING COMMUNITIES IN PLUMAS COUNTY

WHEREAS, Section 4-1.05 of the Plumas County Code empowers the Director of the Office of Emergency Services to proclaim a local emergency when the county is affected or threatened by an event causing great damage, possible loss of life, or other public calamity and the Board of Supervisors is not in session; and,

WHEREAS, on July 8, 2021, the Director of Emergency Services proclaimed a local emergency due to the Beckwourth Complex fire threatening communities in Plumas County; and

WHERAS, Plumas County has activated the Emergency Operations Center; and these conditions are, or are likely to be beyond the control of the services, personnel, equipment, and facilities of said County of Plumas; and,

WHEREAS, Section 4-1.05 of the Plumas County Code requires the Board of Supervisors to ratify the emergency proclamation within seven (7) days or the proclamation will no longer be in force,

WHEREAS, it has been found that local resources are unable to cope with the effects of said emergency;

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby ratifies the declaration of a local emergency due to the significant, ongoing and possible undiscovered impacts due to the wildfires in Plumas County.

BE IT FURTHER RESOLVED, the Plumas County Board of Supervisors shall review the need for continuing the local emergency at least every month and shall terminate the emergency as soon as local conditions warrant.

BE IT FURTHER PROCLAIMED AND ORDERED that a copy of this resolution be forwarded to the Director of the California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Plumas County; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the regular meeting of the Board of Supervisors on July 13, 2021 by the following vote:

AYES: Supervisor Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Review, pursuant to Government Code section 8630, RESOLUTION No. 23-8767 ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.**

Recommendation:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Background and Discussion:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Action:

Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 23-8767

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS PROCLAIMING A LOCAL EMERGENCY AND REQUESTING THE GOVERNOR PROCLAIM A STATE OF EMERGENCY
(PLUMAS COUNTY BLIZZARD & STORM EVENTS)

RESOLUTION 2023- 8767

WHEREAS, the Plumas County Board of Supervisors recognizes that conditions of extreme peril to the safety of persons and property have arisen within Plumas County; caused by the Blizzard that hit the Sierra region and particularly Plumas County, and

WHEREAS, the Blizzard Warning throughout our region originated on Monday, February 26, 2023 through Wednesday, March 1, 2023; and

WHEREAS, another storm warning was in effect for March 4, 2023 through March 6, 2023, and more snow and rain storms are expected throughout March per the national weather service; and

WHEREAS, Plumas County is recovering from the Dixie Fire and many in our region are living in travel trailers and temporary housing through December 31, 2024 due to the loss of 700 homes in our county of 19,915 people. People living in these and other temporary structures are at more risk due to snow loads and freezing conditions; and

WHEREAS, per historical data, areas of Plumas County are close to their max snow loads. Some areas are at or near thresholds for snow load. The average snow load for Almanor Basin is 100 lbs per cubic square foot, some of the last totals are at approximately 80-100 lbs.; and

WHEREAS, Plumas County's only incorporated city had a boil-water-only alert due to freezing temperatures and issues with the water system, affecting 4,500 people; and

WHEREAS, Plumas County's population over 65 years old is 30% - double the State of California's average for this age group - and are less mobile and more vulnerable to these adverse conditions

WHEREAS, staffing is inadequate to cope with removal of the heavy snowfall. Streets remain unplowed due to shortages of essential Public Works employees, causing impacts to essential government services and a hazard for essential emergency first responders; and

WHEREAS, snow removal equipment and other road equipment has been damaged due to the heavy snowfall and while repairs are being attempted, the workload is extreme; and

WHEREAS, due to the significant accumulation of snow from the blizzard and other storms, the predicted rain stonns may result in significant flooding; and

WHEREAS, aging HVAC systems throughout County buildings are being stressed and failing in some instances; and

WHEREAS, transportation in the area is significantly disrupted. Highway 70, one of the two major travel corridors is closed indefinitely and has been since the January storms. Highway 80 is sporadically closed as are Highway 32 and 36. Fuel and supplies are a concern. Store shelves are beginning to look bare; and

WHEREAS, schools have seen several days of closure as have County offices due to hazardous travel conditions in the Sierra region; and

WHEREAS, if there were a need for a shelter to open, Plumas residents could not get to it due to snow conditions, unplowed roads and projected heavy snow and rainfall rates.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of the County of Plumas, State of California, hereby proclaims that a local emergency exists throughout Plumas County due to the blizzard and snow conditions.

BE IT FURTHER RESOLVED that the Board of Supervisors of the County of Plumas, State of California, hereby directs that:

1. This Proclamation of Existence of a Local Emergency shall be renewed and deemed to continue to exist as provided by state law or until its termination is proclaimed by the Board of Supervisors of the County of Plumas.
2. The Director of Emergency Services for the County of Plumas is hereby designated as the authorized representative of the County of Plumas for the purpose of receipt, processing, and coordination of all inquiries and requirements necessary to obtain State and Federal assistance, to include CDAA.
3. During the existence of said local emergency, competitive bidding and other local purchasing, bidding and procurement requirements related to the Local Emergency are suspended.
4. The Director of Emergency Services or his or her designee immediately forward a certified copy of this resolution proclaiming a local emergency with a request that the Governor continue to maintain a State of Emergency for the County of Plumas.
5. Plumas County is not formally requesting California Disaster Assistance Act funds at this time.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, on March 7, 2023, by the following vote:

AYES Supervisor(s) Goss, McGowan, Hagwood, Ceresola, Engel

NOTES: None
ABSENT: None

Dwig Ceresola, Chair
Plumas County Board of Supervisors

ATTEST

Heidi White
Clerk of the Board of Supervisors

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**May 7, 2024**
SUBJECT:	**Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; Roll Call Vote**

Recommendation:

Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; **Roll Call Vote**

Background and Discussion:

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Action:

Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; **Roll Call Vote**

Fiscal Impact:

General Fund Impact, as requested in FY24/25 budget.

Attachments:

1. Collin, Nick Employment Contract

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and NICK COLLIN, an individual ("CONTRACT EMPLOYEE") who agrees as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Director of Facility Services, and other duties as may be assigned. A copy of the Director of Facility Services job description is set forth in Exhibit A, and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Director of Facility Services, effective April 22, 2024 and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a sixty (60) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 60-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option the Severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.

2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.

3. Gross insubordination.

4. Misappropriation or theft.

5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).

6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, CONTRACT EMPLOYEE shall immediately cease providing service pursuant to this contract and will not be provided the Severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads. Effective beginning April 22, 2024, CONTRACT EMPLOYEE shall be paid at the annual salary rate of Eighty-three Thousand Two Hundred Dollars and 00/100 Dollars ($83,200.00) per year (or $6,933.33 per month). Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Plumas County Board of Supervisors Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE at which time modifications of these terms of employment may be discussed. The annual performance evaluation will be conducted in a closed session of the Board of Supervisors consistent with the requirements of the Brown Act Open Meeting Law.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

a. Sick leave accrual: (based on 15 days per year/no limit on accrual).

b. Vacation accrual: 10 days per year based on 0 - 2 years of service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter.

c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.

d. Forty (40) hours of administrative leave per year. Administrative leave shall not accumulate from year to year. Unused administrative leave at the end of the year shall expire. Unused administrative leave at separation from employment expires unpaid.

e. Holidays: Fourteen (14) paid holidays per year as listed in the County personnel rules.

f. Bereavement Leave: Five (5) days per incident for defined family members.

g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

CONTRACT EMPLOYEE shall receive cost of living adjustments based on the COUNTY'S agreement with other County appointed department heads.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 60-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each party warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to The Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 115, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and inure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on April 22, 2024, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

County of Plumas,
a political subdivision of the State of California

By _____
Gregory Hagwood, Chair
Plumas County Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:

_____
Nick L. Collin
"Contract Employee"

Dated: 4/22/24

ATTEST:

_____
Allen Hiskey,
Clerk of the Board

Dated: _____

APPROVED AS TO FORM:

_____
Joshua Brechtel
Interim Plumas County Counsel

Dated: 5/2/24